

INSTRUCTIONS TO BIDDERS - ONE 2,000 GALLON TENDER

Lewis County Fire Protection District No. 6 “District” is the entity issuing this invitation for bids. The District is a municipal corporation and political subdivision of the State of Washington. It is the intent of these specifications to cover the furnishing of a complete apparatus equipped as specified for use as a mobile water supply fire apparatus.

District’s station/mailling address: Lewis County Fire Protection District No. 6
 ATTN: Water Tender Bid
 2123 Jackson Highway
 Chehalis, WA 98532

For further information contact Firefighter Greg Folwell at gfolwell@lcf6.org or by calling Station 61 at 360-748-6019 between the hours of 9:00 a.m. and 5:00 p.m. on all regular business days.

The District’s representative for all matters relating to this invitation for bids is: Firefighter Greg Folwell.

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 for bids by the District.
 - 1.2. **Qualified Bid.** Any bid submitted to the District in response to the invitation for bids issued by the District that complies with the bid requirements.
 - 1.3. **District.** Lewis County Fire Protection District No. 6.
 - 1.4. **Supplier.** The bidder who is awarded the contract to supply the Apparatus described in the Apparatus Specifications issued by the District, whether referred to as successful bidder, vendor, contractor, or manufacturer in subsequent documents.
 - 1.5. **Acceptance.** The term acceptance shall mean that time at which the District indicates that the Apparatus, as received, substantially complies with the Apparatus Specifications.
 - 1.6. **Apparatus.** One 2,000 gallon tender as more particularly described in the Apparatus Specifications.
 - 1.7. **Apparatus Specifications.** The specifications attached here to as **Exhibit C**.

2. **Invitation for Bids.** The District will accept bid proposals for the Apparatus as follows:
 - 2.1. **Time.** Bid proposals must be received by the District no later than 1700 PST, March 9th, 2015.
 - 2.2. **Place.** Sealed Bid proposals may be mailed to the District mailing address or delivered to the station located at the mailing address.
 - 2.3. **Bid Opening.** Bids will be opened at 1900 PST, March 10th, 2015 at the station located at the mailing address and a decision to award bids will be made within 30 days of that date.
3. **Acceptance - Rejection of Bids.** The District 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 these specifications and which the District deems to be in the best interest of the District. The District reserves the right to accept the bid from the lowest responsible bidder taking into consideration the interests of the District as a whole. This may or may not be the bid with the low bid price.
4. **Instruction to Bidders and Specifications.** The instructions to bidders and Apparatus Specifications may be obtained by contacting the District between the hours of 9:00 a.m. and 5:00 p.m. on all regular business days. Any questions regarding this specification must be submitted in writing and be received by the District's 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 Marking.** All bids must be submitted in sealed envelopes and must be clearly marked on the outside of the envelope "Water Tender Bid."
6. **Bid Submission.** A Bidder may, without prejudice to the Bidder, withdraw, modify, or correct a proposal after it has been deposited with the District, provided the request is filed with the District, 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.
7. **Contents of Bid Proposal.** All bid proposals shall contain or be accompanied by the following:
 - 7.1. **Proposal.** The bidder's detailed specifications of the apparatus and equipment which it proposes to furnish that meets or exceeds the specifications in **Exhibit C**. Such description shall be set forth in the same sequence as set forth in these specifications. In the event any exceptions to the specifications are set forth in a bid proposal, the bidder must also include an explanation to establish why they feel the exceptions are equivalent to, or exceed the specifications.

- 7.2. **Drawings.** General layout drawings or pictures showing front, rear, left, right and top view of a representative apparatus must be submitted with the bid for the purpose of comparison. Critical dimensions such as overall height, overall length, body width, cab dimensions, pump module dimensions, pump gpm, compartment dimensions, water tank capacity, tank dimensions, and overall body dimensions shall be on the drawings.
- 7.3. **Qualification of Bidder.** The Proposal must include satisfactory evidence of the bidder's ability to construct the apparatus specified and a statement showing the location of the factory where the apparatus is to be manufactured. The bidder shall also state the number of years it has been building rescue apparatus and its financial condition.
- 7.4. **References.** A list of Fire Departments that have purchased mobile water supply fire apparatus from the bidder over the past 5 years should be supplied along with the bid for evaluation.
- 7.5. **Availability of Parts and Services.** A statement showing the length of time that parts and services will be available after delivery of the apparatus and where such parts and service will be available.
- 7.6. **Manuals and Diagrams.** An agreement that the bidder will supply to the District at the time of delivery of the apparatus, the following documents:
- 7.6.1. At least two copies of complete operation and maintenance manuals covering the complete apparatus as delivered.
- 7.6.2. At least two copies of complete electrical wiring diagrams covering the complete apparatus as delivered.
- 7.7. **Weight Balance and Distribution.** A provision that the apparatus will be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles so that all specified equipment and personnel will be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the International Association of Fire Chiefs and National Fire Protection Association or American Insurance Association.
- 7.8. **Training.** An agreement that a delivery engineer will instruct and train Fire District personnel in the operation of the apparatus per NFPA 1002.
- 7.9. **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.
- 7.10. **Price.** The total bid price exclusive of state and local sales or use tax. Using Bid Price Form Attached as Exhibit A.

- 7.11. **Payment Terms.** The District will not accept proposals that require down payments, progressive payments during construction, or contracts with escalator clauses. Terms shall be one hundred percent payment after final acceptance of the apparatus by the District. No other terms shall be acceptable unless specifically agreed to by the District. The bidder shall be aware that it may take thirty (30) days to process payment.
- 7.12. **Delivery Date.** The Bidder shall provide in the bid proposal the amount of time in which the Apparatus will be delivered to the District. The delivery date shall be no later than September 12th, 2015 subject only to labor strikes, acts of God or other delays not the fault of the Supplier. A provision that upon delivery of the completed apparatus to the Fire District, the District shall have a period of ten (10) days after Delivery in which to inspect and test the apparatus prior to acceptance.
- 7.13. **Contract Modifications.** Purchase contract shall be substantially based on District's proposed contract form attached to these Instructions as **Exhibit B**. If bidder cannot comply with any of the proposed contract terms, Bidder shall specifically identify such terms and provide an explanation of bidder's inability to comply.
8. **Compliance.** The District advise all prospective Bidders that compliance with the requirements of these instructions to bidders as well as the Apparatus Specifications will be considered by the District in determining whether to accept or reject any bid.
9. **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 in the discretion of the District.
10. **Bidding Errors.** The District 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. The District reserve the right to correct or amend errors such as typing, transposition or other obvious errors, however, the District 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 the District, upon review of the work sheets is convinced, in the District's sole discretion, that an honest, mathematically excusable error or omission of costs has been made, the Bidder, 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.
11. **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 sixty (60) days from the date of opening of the bids.

12. **Apparatus Specifications.** The Apparatus Specifications provided by the District In **Exhibit C** are the minimum requirements. Any exceptions equivalent to or exceeding the Apparatus Specifications must be specifically identified and the cost adjustment related to any such exception shall be clearly identified.
13. **Contract Documents.** The contract shall be substantially in the form attached as **Exhibit B**. The contract shall specifically enumerate all documents that are included by reference, which shall include the following documents:
 - 13.1. The formal written agreement executed by each party.
 - 13.2. The instructions to bidders and Apparatus Specifications prepared by the District.
 - 13.3. The bid proposal submitted by the Bidder.
 - 13.4. All warranties covering the Apparatus.
 - 13.5. Performance bond, if applicable.
14. **Liquidated Damages.** If the Supplier fails to deliver the completed apparatus to the location specified on or before the date specified in the contract, because of difficulty in computing the actual damages to the District arising such delay, it is determined in advance and agreed by the parties that the Supplier shall pay the District the amount of \$250.00 per calendar day until the Supplier delivers the completed apparatus to the location specified. The parties agree that this amount represents a reasonable forecast of the actual damages that the District will suffer by failure of the Supplier to complete the apparatus within the agreed time period. The execution of the Contract shall constitute acknowledgment by the Supplier that the Supplier has ascertained and agrees that the District will suffer actual damages in the above amount for each day during which the completion of the apparatus is delayed beyond the agreed completion date.
15. **Performance Bond.** Unless the purchase price is not due until after acceptance by the District, the Supplier shall provide to the District a 100% performance bond within 10 days after acceptance of the bid proposal and execution of the contract with the Supplier by the District. The bond must be issued by a bonding company acceptable to the District.
16. **Delivery Location.** Delivery of the Apparatus shall be F.O.B 2123 Jackson Highway Chehalis, WA 98532 or such other location designated by the District or other municipal corporation purchasing of this bid.
17. **Warranty.** If the manufacturers 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. Unless otherwise stated, the warranty of the

manufacturer shall comply with the contract requirements and shall cover all components of the Apparatus including accessories.

17.1. 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 Apparatus or any part of the Apparatus from the District 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 Apparatus must comply with all 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 Apparatus Specifications cannot be complied with without violating such requirements, the Bidder shall so state. The completed apparatus shall be able to pass a Washington State motor vehicle inspection for commercial vehicles without emergency vehicle exemptions

19. **Patents.** The Supplier shall defend any and all suits and assume all liability for any claims against the District, or any of its officials, employees, and agents, for the use of any patented process, device or article forming a part of the Apparatus or any appliance to be furnished under the contract.

20. **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 the District. The District accepts no responsibility for the performance of a purchasing contract by the successful bidder and the District accepts no responsibility for payment of the purchase price by any entity purchasing under this provision.

21. **Conflict of Interest.** Bidders must certify, by signing below, that no officer, agent, or employee of the District who have participated in the contract negotiations on the part of the District have 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.

I declare under penalty of perjury of the laws of the State of Washington that the above is true and accurate.

**EXHIBIT A
Bid Price Form**

To: Lewis County Fire Protection District No. 6

From: _____

Date: _____

Bid Proposal for Construction of one 2,000 gallon Tender

The undersigned agrees to sell to Lewis County Fire Protection District No. 6 One 2,000 gallon Tender, with provided 2000 model Freight Liner FL80 chassis, constructed and finished as per the specifications herewith submitted for the following price exclusive of sales tax:

FOB _____ \$ _____

The time of completion from the date of bid award shall be _____ days.

Company _____

Address _____

Contact Person _____

Signature _____ Title _____

**EXHIBIT B
CONTRACT FORM**

**AGREEMENT BETWEEN
LEWIS COUNTY FIRE PROTECTION DISTRICT No. 6,
AND _____
FOR THE PURCHASE OF _____**

THIS AGREEMENT is made and entered into by Lewis County Fire Protection District No. 6, Washington municipal corporations hereinafter "District"; and _____ "Vendor."

In consideration of the payments, covenants, and agreements hereinafter mentioned, to be made or performed by the parties hereto, the parties covenant and agree to the following:

1. Term – Agreement. The term "Agreement" as used herein, shall constitute this document entitled "Agreement between Lewis County Fire Protection District No. 6, and _____ for the Purchase of one new _____ and the following attachments which are incorporated by this reference:

Attachment A, entitled "Proposal," together with all specifications and drawings referenced in the Proposal.

Attachment B, entitled "Apparatus Specifications" as prepared by District and completed by Vendor.

Attachment C, entitled "Instructions to Bidders" as prepared by District.

2. Term – Apparatus. This Agreement is for the purchase of one new _____ together with all described parts, systems and equipment that conforms to the terms of this Agreement "Apparatus".

3. Scope of Work

3.1. Vendor agrees to build and deliver to the District one (1) fully functional Apparatus that meets the specifications set forth in this Agreement and its various attachments.

3.2. The District promises and agrees with Vendor to engage Vendor to provide the Apparatus as described in this Agreement and for Vendor to complete and finish the same according to the plans and specifications set forth in this Agreement and Attachments.

3.3. The parties agree that the Apparatus will conform to all Federal Department of Transportation rules and regulations in effect at the time of signing of the Agreement, and with all National Fire Protection Association guidelines for Automotive Fire Apparatus as published at the time of signing of this Agreement.

4. Delivery and Risk of Loss

- 4.1. Vendor agrees to deliver to the District one (1) fully functional Apparatus, free of defects, that conforms to the specifications set forth in this Agreement on or before _____, 2015 F.O.B 2123 Jackson Highway Chehalis, WA 98532; provided, the risk of loss for any defect or damage to the Apparatus shall remain with Vendor until the Apparatus is accepted by the District.
- 4.2. Vendor shall, at the request of the District, provide a representative to demonstrate the operation of the Apparatus and to train and instruct District representatives regarding the operation of the Apparatus at the time of delivery.

5. Time is of the Essence/Liquidated Damages

- 5.1. The District and Vendor agree that time is of the essence in the performance of this Agreement.
- 5.2. Liquidated damages at a rate of \$250.00 per calendar day shall be assessed against Vendor for the late performance of any condition or term set forth in this Agreement. Vendor's delay in the performance of any term of this Agreement shall be excused if the cause of such delay is beyond the control of, and without the fault or negligence of, Vendor, including acts of god, acts of the public enemy, acts of a government entity, fires, floods, and earthquakes directly affecting Vendor.

6. Payment.

- 6.1. **To be based on District's selection of Vendor Proposal**
- 6.2. On receipt of payment, Vendor shall cause all titled equipment being purchased to be titled in the name of District free and clear of any third party interests or liens regardless of the equipment location. The District's ownership interest is intended as a security and shall not be construed as acceptance of the Apparatus.

7. Inspection

- 7.1. The District is entitled to inspect the Apparatus at the times and in the manner specified in the Bid Specifications.
- 7.2. The District representatives shall, at a minimum, be afforded twenty-four (24) hours of time to inspect the Apparatus during the inspection. Additional inspection time shall be afforded for the inspection of any item that is discovered by a District representative to be defective. All deficiencies shall be corrected prior to the apparatus leaving the Vendor's facility.
- 7.3. There shall be a post-delivery final inspection conducted at the District's premises to ensure that the Apparatus conforms to the terms of this Agreement and passes all inspections and tests as required by the District or other laws or regulations prior to

acceptance of the Apparatus. The initial post-delivery inspection and testing shall be completed within thirty (30) days of delivery of the Apparatus. In the event the Apparatus fails to meet the tests as required by the District on first trials, second trials may be conducted by the District, at the sole option of the District, within thirty (30) days from the date of the first trials. Such trials shall be final and conclusive.

- 7.4. Vendor specifically agrees that its failure to afford the District the opportunity to inspect the Apparatus pursuant to the terms of this Agreement shall be sufficient cause, in and of itself, for the rejection of the Apparatus and a full refund of any prepaid purchase price.
- 7.5. Notwithstanding any right of inspection, Vendor shall notify the District of any known or discoverable defect in the Apparatus that exists on the date the Apparatus is delivered, or is later discovered by Vendor.
8. **Acceptance.** Acceptance of the Apparatus shall occur after the Apparatus passes post-delivery inspections and tests. Risk of loss for any defect or damage to the Apparatus shall remain with Vendor until the Apparatus is accepted. The fact that the District uses the Apparatus for the inspection and tests shall not constitute acceptance.
9. **Rejection.** The District reserves the right to inspect the Apparatus for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject a non-conforming or defective Apparatus. The District will notify Vendor of the rejection of the Apparatus in writing. The District will also provide Vendor with a written description of the reason(s) for rejection. The District will hold the Apparatus in its possession with reasonable care at Vendor's disposition for a time sufficient to permit Vendor to remove the Apparatus. If Vendor gives no instructions within a reasonable time after notification of the rejection, the District will store the Apparatus at Vendor's expense and such expense shall become a security interest in favor of the District. The parties understand that in the case of rejection, the District is not required to store the Apparatus in an enclosed area.

10. Cure

- 10.1. If the District has rejected the Apparatus for a defect or non-conformity, or the Apparatus has or develops a defect after acceptance of the Apparatus, Vendor shall have thirty (30) days to cure the defect; provided, Vendor provides the District written notice of Vendor's intent to cure the defect and assures the District that it is capable of curing such defect. The District shall notify Vendor in writing of its discovery of any defect within thirty (30) days of the actual discovery of the defect. The cure of the defect shall be at the sole expense of the Vendor, and Vendor shall cover all costs of such cure. In the event the cure requires that the Apparatus to be transported beyond the limits of the State of Washington, Vendor shall, in addition to covering all costs of such cure, pay to the District \$0.55 per mile that the Apparatus is driven to cover the wear and tear on the Apparatus.
- 10.2. Unless otherwise agreed to in a separate writing signed by the parties, Vendor shall have one opportunity to cure each defect for which it has been placed on notice or

which Vendor discovers. Any agreement to cure defects of the Apparatus shall not constitute a settlement of claims brought pursuant to the terms of this Agreement.

- 10.3. If, at any time, Vendor discovers a defect in the Apparatus, Vendor shall, within two (2) days of discovery, notify the District of such defects in writing and shall promptly cure such defect, if Vendor so chooses, pursuant to this section.

11. Warranty

- 11.1. Vendor warrants and guarantees that the Apparatus will be manufactured in accordance with the specifications set forth in the attachments to this Agreement. Vendor shall provide express warranties consistent with the requirements in the Bid Specifications.
- 11.2. The implied warranties of merchantability and fitness for a particular purpose, as set forth in sections 62A.2-314 and -315 of the Revised Code of Washington, shall apply to the Apparatus. These implied warranties shall apply even though they may be disclaimed in an attachment to this Agreement or other documents supplied by the Vendor, such that this section shall prevail over such disclaimer, and such disclaimer shall not apply. The inspection of or failure to inspect the Apparatus shall not constitute a waiver or cancellation of the implied warranties.
- 11.3. If the Apparatus or any component, unit, or subsystem is repaired, rebuilt, or replaced pursuant to this Agreement, such warranty work, component, unit, or subsystem shall have the remaining unexpired warranty of the Apparatus, the original component, unit or subsystem, or a warranty of six (6) months, whichever period is longer.
- 11.4. Vendor shall provide all paperwork relating to warranty coverage of the Apparatus or their components to the District upon delivery of the Apparatus. In the event of any discrepancy or inconsistency between the paperwork and this Agreement, the provisions providing the greatest warranty protection to the District shall control.
- 11.5. The warranty periods set forth in this Agreement shall not begin to run until the Apparatus is placed in-service by the District. The District will promptly notify Vendor of the date the Apparatus is placed in service and the mileage of the Apparatus when it is placed in-service. The warranty period set forth in this Agreement shall not run during any period in which the Apparatus is not functional due to a defect in the Apparatus so long as the District places Vendor on written notice of the defect.
- 11.6. In the event a component manufacturer requires that the purchaser register its purchase with the manufacturer to make effective a component manufacturer's warranty, Vendor shall take all steps necessary to register such purchase with the component manufacturer. In the event Vendor fails to properly register the District's purchase with the component manufacturer, then Vendor shall assume the status of warrantor of such component as if such registration had occurred. The District's

failure to discover any defect during any inspection or at any other time shall not constitute a waiver of the warranty applicable to such defect.

12. Performance Bond. If any portion of the Purchase Price is payable prior to the District's acceptance of the Apparatus, Vendor shall provide and execute a performance bond for the full contract amount unless waived in writing by District. This performance bond shall:

12.1. Be signed by an approved surety (or sureties) that:

A. Is registered with the Washington State Insurance Commissioner, and

B. Appears on the current authorized Insurance List for the State of Washington published by the Office of the Washington Insurance Commissioner.

12.2. Be conditioned on and guarantee the faithful performance of the contract by Vendor within the prescribed time.

12.3. Guarantee that the surety shall indemnify, defend, and protect the District against any claim of direct or indirect loss resulting from the failure:

A. Of Vendor (or any of the employees, sub-contractors, volunteer sub-contractors of Vendor) to faithfully perform the contract, and

B. Of Vendor (or the sub-contractors) to pay all laborers, mechanics, sub-contractors, volunteers, material person, or any other person who provides supplies or provisions for carrying out the work.

12.4. The District may require the surety companies on the Performance Bond to appear and qualify themselves. When the District deems the surety or sureties to be inadequate, it may, upon written demand, require Vendor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payments on the contract will stop.

12.5. The parties agree that no liability shall attach to the District by reason of entering into this Agreement except as expressly provided herein.

13. Non-Assignment. Vendor shall not assign this Agreement nor any part thereof, nor any monies due or to become due thereunder, without the prior written approval of the District. Vendor shall not sublet any part of this Agreement without first having obtained the written consent of the District to do so. IN CASE SUCH CONSENT TO SUBLET ANY PART OF THIS AGREEMENT IS GIVEN BY THE DISTRICT, IT SHALL IN NO WAY RELEASE VENDOR FROM ANY RESPONSIBILITY UNDER THIS AGREEMENT, AND VENDOR SHALL BE HELD IN ALL RESPECTS ACCOUNTABLE AS IF NO CONSENT HAS BEEN GIVEN. VENDOR WILL BE REQUIRED TO GIVE PERSONAL ATTENTION TO THE WORK THAT IS SUBLET.

- 14. Indemnification.** Vendor shall defend, indemnify, and hold the District, its officers, officials, employees, agents and volunteers harmless from injury and all claims, injuries, damages, losses, and suits including all legal costs and attorney fees arising out of or in connection with the performance of this Agreement except for injuries and damages resulting from the sole negligence of the District. The District's inspection or acceptance of the Apparatus when completed will not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement. The District shall: (1) promptly notify Vendor of any claim for which indemnification may be sought; (2) cooperate fully in the defense of such claim; and (3) permit Vendor to settle or compromise such claim on terms and conditions which, in good faith, it determines are appropriate.
- 15. Insurance.** The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors.
- 16. Discrimination.** In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, Vendor, its sub-contractors, or any person acting on behalf of Vendor or its sub-contractor shall not, by reason of race, religion, color, sex, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 17. Severability.** If any term, provision, condition, or other portion of this Agreement, or its application to any person is held to be inoperative, invalid, or void, then the same shall not affect any other term, provision, condition, or any other portion of this Agreement or its application to any person.
- 18. Cumulation of Remedies.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 19. Non-Waiver of Breach.** No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party, or waiver of, the breach of the other whether expressed or implied shall not constitute a continuing waiver of or consent to, nor excuse a different or subsequent breach. The failure of the District to enforce one portion of this Agreement shall not constitute a waiver, or excuse the breach, of another portion of this Agreement.

20. Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement and understands and agrees to be bound by its terms.

21. Choice of Law/Attorney Fees and Costs.

21.1. This Agreement shall be exclusively governed and controlled by the laws of the State of Washington, including, but not limited to, the State's Uniform Commercial Code as contained in Chapter 62A.2 RCW. To the extent that this Agreement conflicts with the provisions of Chapter 62A.2 RCW, the terms of this Agreement shall control. Jurisdiction and venue for any action relating to this Agreement shall exclusively be in the Superior Court for Lewis County, Washington. In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

22. Termination

22.1. This Agreement may be terminated in whole or in part:

22.2. By the District if Vendor fails to deliver a conforming Apparatus within thirty (30) days after the time for delivery specified in this Agreement or after thirty (30) days for a cure of any defect or non-conformity. The District shall notify Vendor of the termination, the reasons thereof, and the effective date.

22.3. By the mutual written agreement of the District and Vendor. The Agreement to terminate shall include the conditions of termination, the effective date, and in the case of termination in part, the portion to be terminated.

22.4. After the effective date of termination, no charges incurred under this Agreement, or terminated portions thereof, are allowable.

23. Notice to Proceed. Vendor shall commence all work immediately upon execution of the Agreement and shall provide a performance bond, and a copy of an insurance policy(ies)\certificate(s).

24. Sales Tax. The District shall be responsible for paying Washington State Sales Tax on the contract amount at a rate that is current when and where the unit is purchased. Sales tax collected by Vendor will be subject to WAC 458-20-145, Special Rule No. I.

25. Ownership and Title. Upon acceptance of the Apparatus and payment by the District pursuant to this Agreement, ownership and title of the Apparatus shall pass to the District free and clear of any interest or lien.

26. Modification. This Agreement may only be amended or modified by the mutual written agreement of the parties. All amendments or modifications shall be signed by both parties and be attached to this Agreement.

27. Standard of Performance. All work to be performed by Vendor shall be performed in a workman-like manner in accordance with generally accepted professional practices in effect at the time such work is performed.

28. Notices. Any notices to be delivered shall be directed to the attention of the following:

| | |
|--|--|
| NOTICES TO BE SENT TO: VENDOR: Attn: _____ (____) _____ (telephone) (____) _____ (facsimile) | NOTICES TO BE SENT TO: DISTRICT: Attn: _____ (____) _____ (telephone) (____) _____ (facsimile) |
|--|--|

29. Entire Agreement. This Agreement constitutes the entire agreement between the District and Vendor. With the exception of properly executed written modifications, representations, either written or oral, that do not conform to the “modification” section of this Agreement, shall not be considered part of this Agreement.

30. Conflict of Terms. The terms of this Agreement, including the Attachments, shall be read together. Unless otherwise specified in this Agreement, in the event that any of the terms of the Agreement including the Attachments conflict with each other, the following shall be the order of precedence:

30.1. The terms of this Document entitled “Agreement Between Lewis County Fire Protection District No. 6 And _____ For The Purchase Of _____,” shall take precedence over the terms of any other portion of this Agreement.

EXHIBIT C
APPARATUS SPECIFICATIONS

Delivery of Existing Chassis

Lewis County Fire District Six, or their authorized delivery agent, shall deliver the existing 2000 Freightliner FL80 chassis to the successful bidder's designated initial facility within fourteen (14) calendar days of the date of mutual execution of contract.

Section 1 – Chassis

1.01 Existing 2000 FREIGHTLINER FL80, (37,000 GVWR, 4x2) provided by department.

Current Dimensions:

| | |
|----------------------------|---------|
| Length (overall) | 352 in. |
| Height (overall) | 114 in. |
| Width (overall) | 100 in. |
| Wheelbase | 245 in. |
| Ground Clearance | 9 in. |
| Cab to Center of rear axle | 142 in. |
| Cab to End of Frame | 216 in. |

1.02 Existing 6-cylinder, ISC 8.3 litre, 330 hp, in-line turbocharged diesel engine built by Cummins, provided by Department.

1.03 Existing Allison MD 3060 four-speed automatic transmission provided by Department, OR an appropriate automatic transmission with PTO for the intended use

1.04 Gross Vehicle Weight Rating – 37,000 pounds

1.05 Existing Front Axle – 14,000 pounds

1.06 Existing Rear Axle – 23,000 pounds

1.07 Maximum Overall Length – 348 inches

1.08 Maximum Overall Height – 120 inches

1.09 Maximum Overall Width – 144 inches

1.10 Existing 12V Group 6T Batteries (four)

1.11 Replace existing wheels and tires (Michelin XZE 12R22.5) if necessary with those appropriate for the intended apparatus purpose, weight, load, and load distribution.

- 1.12 Hard Rubber Mud Flaps, Front and Rear.
- 1.13 Chassis color to be Black.
- 1.14 Winning bidder shall be responsible for wheel basing.

Section 2 – Fire Pump

- 2.01 Standard – The apparatus shall be equipped with a Waterous pump, (or comparable upon approval of Lewis County Fire District 6) by the bidder that meets the requirements of NFPA 1901 (2009 edition) Chapter 16 and that has a minimum rated capacity of 850 gpm, and 250 psi as described. The pump shall be placed in gear from the chassis cab. The pump shift shall be clearly labeled.
- 2.02 The pump gear ratio shall be selected by the builder of the pump for the application.
- 2.03 The proper PTO for the type of transmission, fire pump, PTO shaft, and yokes, will be selected by the pump manufacturer and installed to their specifications.
- 2.04 The pump shall be installed to be removable from the apparatus for overhaul or service.
- 2.05 An electrically activated switch shall be installed in the cab to engage the fire pump. The switch shall be located so it is accessible from the driver's seat and not subject to accidental engagement. Safety interlocks shall be provided to ensure the pump drive system components are properly engaged to safely operate the pump. Pump shifting instructions shall be provided at the pump shifting location. The following indicator lights shall be provided and installed: A GREEN indicator light labeled "PUMP ENGAGED" shall be located at the pump operator's location and indicate that the pump shift has successfully been complete.
- 2.06 Standard – The fire pump priming system will be provided by Lewis County Fire District 6
- 2.07 Standard – The fire pump shall have an adjustable pressure relief valve.
- 2.08 The pump shall feature 2 2-1/2 inch NH suctions (one each side, gated with caps).
- 2.09 The pump will feature an appropriate sized pump-to-tank gated refill line controlled from the operator's position. (Draft capability)
- 2.10 The pump shall feature four 2-1/2 inch NH discharges (2 driver's side, 2 officer's side) controlled by manual ball valves.
- 2.11 The operator's panel shall feature panel lights controlled from the operator's position.
- 2.12 An engine speed control shall be provided at the pump operator's panel.
- 2.13 A permanent plate shall be mounted upon the pump operator's panel which displays pump performance data and certified water tank capacity.
- 2.14 Each gated 1-1/2 inch or larger inlet and discharge shall have a quarter turn drain valve that is plumbed with low pressure hose to direct water away from the pump operator's position.
- 2.15 The fire pump shall be tested after the pump and all associated piping and equipment have been installed on the apparatus to assure that all equipment runs properly.

Section 3 – Water Tank

3.01 The apparatus shall be equipped with a 2,000 gallon (minimum) water tank constructed and protected against corrosion and deterioration. The tank shall at a minimum comply with NFPA 1901-09 standards for water tanks.

3.02 If the water tank is independent of the body and compartments, it shall be equipped with a method for lifting the tank off the provided chassis.

3.03 The tank shall be cradled, cushioned, spring-mounted, or otherwise protected from undue stress resulting from travel on uneven terrain, in accordance with the tank manufacturer's requirements.

3.04 The tank shall be provided with baffles or swash partitions to form containment cells or otherwise provide dynamic water movement control.

3.05 A FRC "TankVision" water level indicator shall be installed and mounted near the pump operator's panel. Provided by Lewis County Fire District 6

3.06 The water tank shall be connected to the intake side of the pump with a valve controlled at the pump operator's position.

3.07 A valve or means deemed appropriate by the builder shall be provided in the tank-to-pump line that prevents unintentional backfilling or air to be entrained while pumping water from the tank.

3.08 A readily accessible, covered fill opening designed to prevent spillage shall be provided. The fill opening shall have a minimum inside diameter of 24 inches and feature a screen(s) that is easily removed and cleaned.

3.09 A vent/overflow outlet that is sized to allow water to be drawn from or added to the tank at a rate at least 1,000 gpm shall be provided. The vent/overflow outlet shall be designed to direct any water to behind the rear axle so as not to interfere with rear tire traction.

3.10 A valved pump-to-tank fill line shall be provided capable of delivering water to the tank, and shall be controllable with a switch from the pump operator's position.

3.11 A 4" Storz fill connection (with cap) leading directly to the tank shall be provided. The external fill connection shall permit a minimum filling rate of 1,000 gpm from sources external to the unit. The external fill connection shall be sufficiently reinforced and capable of supporting an attached valves and charged hose(s).

3.12 The apparatus shall feature a "jet dump" with swivel located at the rear of the tank

3.13 The tank shall feature appropriate mounting locations for two rear warning lights, two rear scene lights, two officer's side scene lights, and two driver's side scene lights. Provided by Lewis County Fire District 6.

3.14 The manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. The certified capacity shall be recorded on the manufacturer's record of construction and the certification shall be delivered with the fire apparatus.

3.15 A means of easily accessing the top of the water tank during filling, servicing, cleaning, inspection, and similar activities shall be provided.

3.16 A fold down porta tank rack with an add on to hold hard suction hose shall be installed to the officer side of the tank.

3.17 A 24 inch tall, 12 inch deep, and what space is available long compartment shall be installed on the operators side of the tank, with a bracket to hold a fire extinguisher located inside the compartment.

Section 4 – Cab

4.01 Cab Grab Handles, Left and Right (existing or replace)

4.02 Portable Radios – Provided and installed by Department

4.03 Mobile Radio – Provided and installed by Department

4.04 Intercom – Provided and installed by Department

4.05 Data Plate – An identification plate shall be installed in the Driver’s area of the cab, specifying the quantity and types of fluids used in the vehicle as applicable. The Data Plate shall also include the Build Date, Delivery Date, Paint Information and VIN.

4.06 Travel Height and GVWR Plate – A plate shall be mounted in a conspicuous location to the Driver when seated, specifying the overall height of the completed apparatus in feet and inches. The plate shall also show the gross vehicle weight rating (GVWR) in pounds.

4.07 Driver’s Instrument Panel and Controls to include, but not be limited to the addition of: Warning Lights and Siren switches, “OK to Pump” indicator light, PTO Engaged indicator, Pump engagement controls, Tank water level, Water transfer controls, and Open Compartment Indicator Light & Buzzer.

4.08 Cab and Tank to be Green and Black as agreed upon by Department.

Section 5 – Compartments

5.01 Compartments shall comply with NFPA 1901-09 Chapter 15 requirements. Where locks are required by specification below, they shall be commonly keyed.

5.02 Two storage compartments with lockable latches and mounted at rear bumper (one operators side, one officer’s side).

Section 6 – Electrical

6.01 One back up alarm located at the rear of the chassis and activated when the transmission is placed in Reverse

6.02 Six (6) exterior LED scene lights mounted to water tank (2 driver's side, 2 rear, & 2 officer's side) Provided by Lewis County Fire District 6

6.03 LED ground lighting that shall activate when the transmission is placed in park with the ignition on and the parking brake set, that is suitable to illuminate the immediate areas below the tailboard, front bumper, cab doors, and pump operator's position.

6.04 Tail light assemblies shall be LED stop/tail, turn and white reverse lights.

6.05 One "mid-ship" turn signal shall be mounted on each side of the apparatus near the rear wheels

6.06 An open compartment light clearly labeled "OPEN COMPARTMENT" shall be mounted within the cab in a location obvious to the driver from their seated position. The light shall be automatically activated when any cab or compartment door is open and the ignition is on.

6.07 Install Kussmaul Electronics load management system with multiple battery charging.

6.08 Install Kussmaul Electronics super auto-eject (120v), air-eject for the chassis air system, and remote mounted battery condition display located near the driver's door.

Section 7 – Miscellaneous

7.01 Upon final delivery, the bidder shall provide two sets of apparatus "as built" drawings that diagram electrical wiring for components and equipment installed by the builder (e.g. pump controls, scene lights, water level indicators, etc.).

7.02 At least 50 percent of the rear-facing vertical surfaces, visible from the rear of the apparatus shall be equipped with retro-reflective, six inch striping, in a chevron pattern sloping downward and away from the centerline of the vehicle at an angle of 45 degrees.