



City of Bothell™

## INVITATION TO BID POLICE, FIRE, AND EMERGENCY VEHICLE OUTFITTING

### 1. INTRODUCTION

The City of Bothell is soliciting bids for the purchase of equipment and installation into police, fire, and emergency vehicles. The project contact is Jeff Sperry, [jeff.sperry@bothellwa.gov](mailto:jeff.sperry@bothellwa.gov), 425-806-6856.

### 2. SUBMIT BIDS TO:

Address: Bothell City Hall  
Attn: Customer Service Counter  
18415 101<sup>st</sup> Ave. NE  
Bothell, WA 98011

Bids shall be submitted no later than

DATE: September 19, 2019

TIME: 4:00 P.M. PT

Bids need not be sealed but must be provided in writing. Bids must be submitted in an envelope marked by the **Project Name: Police, Fire, and Emergency Vehicle Equipment Outfitting**), **Bid Due Date:** September 19, 2019, Bidder Name, and Bidder Address. Faxed or emailed bids will not be accepted.

Late bids will not be accepted. The bidder accepts all risks of late delivery of mailed or delivered bids regardless of fault. The City of Bothell assumes no responsibility for any circumstances resulting in late submittals.

No bidder may withdraw a bid after submittal unless the award is delayed for a period exceeding 60 days.

### 3. BRIEF SCOPE OF WORK

This ITB is for the purchase and installation of specialized police, fire, and emergency vehicle equipment, including, but not limited to, emergency lighting, sirens, electronics, radio communication, secured vaults, and prisoner transport equipment. This contract will include the outfitting of no less than 35 vehicles over the course of the 5-year contract period, with the potential for outfitting additional vehicles as necessary. A variety of

vehicle types is expected, including, but not limited to fully marked patrol, unmarked detective, prison transport, specialty use, and light-duty fire department vehicles. The complete scope of work for the purchase and installation of police, fire, and emergency vehicle equipment is provided in **Exhibits A and B**.

#### **4. DURATION**

The term of the awarded contract will be for 5 years, with a possibility for a 2-year extension.

#### **5. MINIMUM QUALIFICATIONS**

- A) Vendor must have strong expertise, knowledge, and experience in requested services, including no less than ten years' experience outfitting no less than five pursuit-rated police vehicles per year and outfitting light-duty fire vehicles.
- B) Vendor must provide a minimum of three (3) references relating to the services being requested, with full name, title, address, phone, and email address.
- C) Vendor must have the ability to meet required deadlines as demonstrated by prior project history.
- D) Vendor must have a Washington State Business License.
- E) Vendor must meet the minimum insurance requirements included in the Sample Contract provided in **Exhibit C**.
- F) Vendor must have a secure area at the Vendor location to store City vehicles upon delivery from dealership.
- G) Vendor must have the ability to work with the City to order vehicles directly from the Washington State Department of Enterprise Services (DES) contracts per the City's needs and specifications.
- H) Vendor must be able to inspect vehicles upon delivery from dealership to ensure that vehicle is delivered consistent with specifications, with such inspection occurring within the time limits for acceptance included with the DES contract.
- I) Vendor must have the ability to deliver the completed vehicles to the City's Bothell Operations Center, located at 21233 20th Ave. SE, Bothell, WA 98021.
- J) Vendor must be located or have a service location within 75 miles of the Bothell Operations Center and must have the ability to provide transportation between the Vendor location and the Bothell Operations Center.
- K) Vendor must have wiring schematics for police, fire, and emergency vehicle installations.
- L) Vendor must have ability to supply Whelen products from the DES contracts.

## **6. SUBMITTAL REQUIREMENTS**

Bids must include information documenting that the Vendor meets the minimum qualifications and the requirements of Exhibit A (Scope of Work). Specific documents required to be submitted with a bid are detailed in Exhibit B-1 (Bid Form). The Bid Form must be signed by a Vendor representative authorized to bind the bidding company contractually.

The City of Bothell reserves the right to reject any and all bids and to waive irregularities and informalities in the bid and evaluation process. This ITB does not obligate the City to pay any costs incurred by bidders in the preparation and submission of a bid. Furthermore, the ITB does not obligate the City to accept or contract for any expressed or implied services.

## **7. EXCEPTIONS**

If Vendor takes exception to or proposes a deviation from any term or condition set forth in this ITB and/or the Sample Contract (including Insurance Requirements), said exceptions or deviations must be clearly identified on the Bid Form under "Exceptions." Such exceptions or deviations shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception or deviation. The City is under no obligation to accept such proposed exceptions or changes and may reject a Vendor's proposal based on proposed exceptions or changes unacceptable to the City.

## **9. BID AWARD**

Contract will be awarded to lowest responsive and responsible bidder, as evaluated in the minimum qualifications and bid proposal. The lowest bidder will be determined by considering specifically listed pricing for known vehicle packages, future equipment cost markup, warranties, and service costs, including annual increases. The bid package will become part of the Contract that is negotiated between the City and the successful Vendor.

## **10. CONTRACT NEGOTIATION AND AWARD**

- A) The City reserves the right to make an award without further discussion of the submittals, with the bid specification and bid package becoming part of the contract negotiated between the City and the successful Vendor. Therefore, the bid should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City. A sample contract is provided in **Exhibit C**. It is expected that the Vendor will review the sample contract prior to submitting a bid.

- B) The City typically does not accept changes to the standard contract terms and conditions. However, the foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. The City reserves the right to negotiate with the highest ranked bidder that, in the opinion of the City has submitted a bid that is the “best value” to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a bidder and the City shall incur no liability to any bidder as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as contract details, payment details, service requirements, and minor changes to the scope of services.
- C) Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor.
- D) The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

## **11. COOPERATIVE PURCHASING.**

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies that contract with the City of Bothell may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Bothell to other agencies for the same cost, terms, and conditions.

The City of Bothell does not accept any responsibility for agreements, contracts, or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of that public agency. The City of Bothell does not accept any responsibility for the performance of the Vendor in providing goods and/or services to other public agencies or for the payment price to the Vendor for other public agency purchases.

## EXHIBIT A SCOPE OF WORK

1. The City of Bothell requires a Vendor to outfit new police, fire, and emergency vehicles as directed by the City. When the City has need to purchase a new police, fire, or emergency vehicle, the City expects Vendor will assist City in ordering from the state's DES contracts to ensure that the City is purchasing a vehicle that will satisfy the City's needs and specifications and that will work with appropriate equipment available from Vendor. Once the City has purchased the vehicle, the City will submit to Vendor a purchase order for outfitting the particular vehicle. Such outfitting will involve equipment, including, but not limited to, emergency lighting, sirens, electronics, radio communication, secured vaults, and prisoner transport equipment. Vendor will then purchase the equipment specified in the purchase order and install the specified equipment into the newly purchased vehicle. The City may also supply previously owned vehicle equipment, such as radios and computer equipment, to be installed by Vendor.
2. This contract will include the outfitting of no less than 35 vehicles over the course of the contract period, with the potential for outfitting additional vehicles as necessary. A variety of vehicle types is expected, including, but not limited to fully marked patrol, unmarked detective, prison transport, specialty use, and light-duty fire department vehicles.
3. Currently, the City has six (6) new vehicles on order that require outfitting. **Exhibit B-2** contains the equipment package lists and pricing requests for the four (4) types of equipment packages necessary for those six (6) vehicles. Subsequent outfitting orders during the contract term may be of a different configuration and Vendor pricing must be based upon the general pricing Vendor specifies in **Exhibit B-3**.
4. All installs must be per City of Bothell's standards, including but not limited to:
  - A) All materials used in the installation shall be new (unless materials are specifically provided by the City) and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound.
  - B) Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.
  - C) All wiring must be consistent with the wiring schematics provided by Vendor.
  - D) All wire must be labeled every 1" for simpler diagnostics.
  - E) Must use harness wiring that can be used in multiple applications.
  - F) Harness must be transferrable into future replacement vehicles.
  - G) Wiring must be designed for severe under-the-hood temperatures (-20° to 257° degrees F).

5. **Factory Product Warranty.** All factory warranties must remain in full effect as equipped throughout the factory warranty period and Vendor must ensure that the factory warranties will not be voided by any supplemental warranties and/or accessories.
6. **Additional Services and Warranty.** In addition to the purchase and installation of equipment, Vendor must provide:
  - A) All material and labor to perform service and maintenance on installed vehicle equipment on an as-needed basis;
  - B) Vendor warranty on workmanship and materials, in addition to factory product warranties;
  - C) Warranted services performed within 72 hours by Vendor when equipment is available; and
  - D) Transportation between Vendor's location and Bothell Operations located at 21233 20th Ave SE, Bothell, WA 98021.
7. **Delivery.** Completely outfitted vehicles must be operational and delivered by Vendor within a reasonable time from the date that requested equipment is available from the manufacturer. The City and Vendor will coordinate pickup and delivery of vehicles. Generally, vehicles will be delivered directly to Vendor from vehicle seller, and Vendor must travel to Bothell to deliver outfitted vehicles. When Vendor is required to travel for vehicle pickup or delivery, Vendor will be reimbursed at the Hourly Pickup/Delivery Labor Rate outlined in Exhibit B-3.
8. **Acceptance**
  - A) Upon a timely and properly scheduled delivery to the City from Vendor, the City has up to three (3) business days to inspect a vehicle and accept or reject delivery.
  - B) The City will not accept vehicles until all items listed in the order and these specifications are met to the satisfaction of the City. This will require Vendor to ensure vehicles are delivered with the standard warranty identification cards or certificates and the owner's manuals. The City reserves the right to inspect and/or operate the vehicle prior to acceptance to ensure equipment and accessories meet the City's requirements and expectations.
  - C) Payment will not be made until after the vehicles have been inspected, tested, and accepted.

**EXHIBIT B-1  
POLICE & EMERGENCY VEHICLE OUTFITTING BID FORM**

To: City of Bothell

From: \_\_\_\_\_ Company Name  
\_\_\_\_\_ Company Address  
\_\_\_\_\_ City, State, Zip Code  
\_\_\_\_\_ Phone #, Email, Fax #

**Submittal Requirements Checklist:**

- A letter providing a response to the scope of work and a description of Vendor's capability, expertise, and experience in the requested service areas, particularly relating to similar work performed for public entities.
- A minimum of three (3) references relating to the services being requested with full name, title, address, phone number, and email addresses.
- A completed and signed Bid Form (Exhibit B-1).
- A completed and signed Specific Package Bid (Exhibit B-2).
- A completed and signed General Pricing Bid (Exhibit B-3).
- A completed and signed Non-Collusion Certificate (Exhibit B-4).
- Insurance verification acknowledging the City's Insurance Requirements as described in Exhibit C, in the form of either:
  - a. Evidence of Insurance Certificate verifying amounts of coverage; or
  - b. A written statement indicating the company currently has the required coverages or is willing to obtain (at company's own cost) the required coverages if awarded a contract.

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1. State of Washington Registration UBI # \_\_\_\_\_ Expires: \_\_\_/\_\_\_/\_\_\_

2. Number of years in business under present name: \_\_\_\_\_

3. Company Federal ID # \_\_\_\_\_

4. Select one of the following:

- Bidder has industrial insurance coverage for employees working in Washington as required in Title 51 RCW: \_\_\_\_\_.
- Bidder is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW.

5. Select one of the following:

- Bidder's Washington Employment Security Department registration number is:  
\_\_\_\_\_.
- Bidder is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

5. Select one of the following:

- Bidder's Washington State Department of Revenue registration number is:  
\_\_\_\_\_.
- Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW.

6. Do you accept cooperative purchasing from other agencies who have entered into an interlocal agreement with the City of Bothell (select one of the following):

- Yes
- No

7. Exceptions: Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions set forth in the City's Invitation to Bid.

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I have the authority to bind this company, am over the age of 18, and have personal knowledge of the facts set forth above. I accept, on behalf of the company, the terms and conditions as set forth in this invitation to bid.

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**EXHIBIT B-2  
 BID FOR SPECIFIC PACKAGE(S) WITH 2019 PRICE LIST**

Four (4) types of equipment packages are necessary for the six (6) new vehicles that City currently has on order. Vendor’s pricing on these specific equipment packages shall be fixed for one year and, after that period, may increase no more than provided by the general pricing bid included in Exhibit B-3, which will apply to all other vehicles during the contract term.

Where a brand name or part number is included below, a Vendor may propose a substitution of an equivalent product item. A Vendor proposing such a substitution has the responsibility to demonstrate to the City’s satisfaction that a product is “equal” to that specified. The City has no obligation to accept proposed substitutions.

**PACKAGE 1: 2020 CHEVROLET TAHOE**

| <b>Part Description/Part Number</b>                               | <b>Quantity</b> | <b>Price per unit</b> | <b>Total Cost</b> |
|---|-----------------|-----------------------|-------------------|
| Siren Amp w/Hand-held control HHS4200                             | 1               |                       |                   |
| Inner Edge® Low-Pro Full Visor w/TD, Tahoe 2015+ IX45UFZ          | 1               |                       |                   |
| ION Slim LED, red/blue, ¼ Window Grill IONJ                       | 4               |                       |                   |
| Surface Mount Micron LED (Red) MCRNSR                             | 1               |                       |                   |
| Surface Mount Micron LED (Blue) MCRNSB                            | 1               |                       |                   |
| Spit Fire Windshield LED, ION Red/Blue SFIONJ                     | 2               |                       |                   |
| Code 3 Siren Speaker w/Universal Bracket C3900U                   | 1               |                       |                   |
| Dome Light, 12 LED Red/White ECVDMILTAL00                         | 1               |                       |                   |
| Timer with 6 Fuse Output Heavy Duty for 90 Amp MZL90SC            | 1               |                       |                   |
| STI-CO Stinger Covert Internal Peel & Stick Antenna CCAS-SB-7-800 | 1               |                       |                   |
| Conceal & Carry Handgun Lock Box 289-089-01                       | 1               |                       |                   |
| 1” Thick Solid Base Foam Sheet 12” x 13” Charcoal FOAM-1-12X13    | 1               |                       |                   |
| Wire  | 1               |                       |                   |
| Tint 2 Front Windows  | 1               |                       |                   |
| Strip Tint 35%  | 1               |                       |                   |
| Shop Supplies   | 1               |                       |                   |
| Labor   |                 |                       |                   |
| <b>Total Cost, Package 1</b>                                      |                 |                       |                   |

PACKAGE 2: 2020 FORD INTERCEPTOR UTILITY (PROAC)

| Part Description/Part Number  | Quantity | Price per unit | Total Cost |
|---|----------|----------------|------------|
| Legacy WC 48" RW/BW/RW/BW GB8DEDE   | 1        |                |            |
| Carbide Siren System with CanPort Module<br>CCSRNT5F                          | 1        |                |            |
| 100W Siren Speaker, Whelen SA315P-  | 2        |                |            |
| Universal Siren Speaker Bracket SAK1  | 2        |                |            |
| ION Slim LED DUO Red White I2D  | 1        |                |            |
| ION Slim LED DUO Blue White I2E   | 1        |                |            |
| ION T-Series Linear LT RED TLIR   | 1        |                |            |
| ION T-Series Linear LT BLUE TLIB  | 1        |                |            |
| HIDEBLAST 6PAK Blue W/Twist Lock<br>HB6PAK-PI-B                               | 2        |                |            |
| 3" Round Compartment Light, White 3SC0CDCR                                    | 1        |                |            |
| 3" Round Compartment Light, Red/White,<br>3SRCCDCR                            | 1        |                |            |
| Dome Light, 12 LED Red/White, ECVDMLTAL00                                     | 1        |                |            |
| Power Distribution Unit P3  | 1        |                |            |
| SPS INUT Pigtail & Harness w/ Molex 1109/1110<br>SPS INUT                     | 1        |                |            |
| Able 2 Triple Accessory Outlet w/USB 14.0434                                  | 1        |                |            |
| Ford PIU Console Solution w/Cup-Arm-Motion-<br>Filler DUO front PKG-SPS-101   | 1        |                |            |
| Swing Up Device Mount for Ford 2020<br>Interceptor Utility Vehicle C-DMM-3015 | 1        |                |            |
| Magnetic Mic Conversion Kit, Single Unit<br>MMSU1                             | 2        |                |            |
| NMO Kit 17ft NMO58UPL   | 2        |                |            |
| 30/40 AMP Relay 73980   | 1        |                |            |
| #10 VS C RP Coated Poly Partition Tall w/ SCA<br>PK0419ITU12TMSCA             | 1        |                |            |
| #12VS 2ND COATED POLY PARTITION cargo<br>with hard seat PK0316ITU122NDA1      | 1        |                |            |
| Setina 2020 Ford Int. Utility EZ lift Deck w/Cargo<br>Box TK2307ITU20         | 1        |                |            |
| Lighted Push Bumper Front DUO Side DUO<br>BK2019ITU16PB54X                    | 1        |                |            |
| Window Barrier VS Polycarbonate, Utility<br>WK0595ITU12                       | 1        |                |            |
| Dual T-Rail Gun Mount SC5 lock #HK<br>Sedan/Midsize GK10342UHKSSCAXL          | 1        |                |            |
| Shop Supplies   | 1        |                |            |
| Labor   |          |                |            |
| <b>Total Cost, Package 2</b>  |          |                |            |

PACKAGE 3: 2019 TOYOTA CAMRY

| Part Description/Part Number   | Quantity | Price per unit | Total Cost |
|--|----------|----------------|------------|
| Code 3 Siren Speaker w/Universal Bracket<br>C3900U                   | 1        |                |            |
| Code 3 Flush Mount LEDs (pack of 2)<br>HB4PAK-RB                     | 1        |                |            |
| Sound Off Signal DUO LED Red/Blue<br>EMPS2STS4J                      | 4        |                |            |
| Soundoff Signal Shroud (Dual Light Head)<br>PMP2WSDDDB               | 1        |                |            |
| Soundoff Signal Shroud (Single Lighthouse)<br>PMP2WSSSB              | 2        |                |            |
| Surface Mount Micron LED (Red) MCRNSR                                | 1        |                |            |
| Surface Mount Micron LED (Blue) MCRNSB                               | 1        |                |            |
| SIREN AMP W/ HAND-HELD CONTROL<br>HHS4200                            | 1        |                |            |
| Magnetic Mic Conversion Kit, Single Unit<br>MMSU1                    | 2        |                |            |
| STI-CO Stinger Covert Internal Peel & Stick<br>Antenna CCAS-SB-7-800 | 1        |                |            |
| Wire   | 1        |                |            |
| MAXI FUSE HOLDER, BLACK LEADS W/<br>COVER 46049                      | 1        |                |            |
| MAXI FUSE 60 AMP MAX60   | 1        |                |            |
| TIMER WITH 6 FUSE OUTPUT HEAVY DUTY<br>FOR 90 AMP MZL90SC            | 1        |                |            |
| Low Profile mini fuse circuit tap 30A 46068                          | 1        |                |            |
| Low Profile Fuse 7.5 amp BUS-ATM-7.5LP                               | 1        |                |            |
| Ground Strap 6 Gang Barrier Strip 2306                               | 1        |                |            |
| Trunk Box N-TYCAMN1-12N-HG   | 1        |                |            |
| Shipping on Equipment  | 1        |                |            |
| Radio Data Cable (prewire)   | 1        |                |            |
| Radio speaker power cable CS   | 1        |                |            |
| Full 360 degree Tint/Visor 20%                                       | 1        |                |            |
| Shop Supplies  | 1        |                |            |
| Labor  |          |                |            |
| <b>Total Cost, Package 3</b>   |          |                |            |

PACKAGE 4: 2020 FORD UTILITY (PATROL FLEET)

| Part Description/Part Number   | Quantity | Price per unit | Total Cost |
|--|----------|----------------|------------|
| Legacy WC 48" RW/BW/RW/BW GB8DEDE  | 1        |                |            |
| Carbide Siren System with CanPort Module<br>CCSRNT5F                     | 1        |                |            |
| 100W Siren Speaker, Whelen SA315P-                                       | 2        |                |            |
| Universal Siren Speaker Bracket SAK1                                     | 2        |                |            |
| ION Slim LED DUO Red White I2D   | 1        |                |            |
| ION Slim LED DUO Blue White I2E  | 1        |                |            |
| ION T-Series Linear LT RED TLIR  | 1        |                |            |
| ION T-Series Linear LT BLUE TLIB   | 1        |                |            |
| ION T-SERIES LINEAR DUO R/W TLI2D  | 1        |                |            |
| ION T-SERIES LINEAR DUO B/W TLI2E  | 1        |                |            |
| HIDBLAST 6PAK Blue W/Twist Lock<br>HB6PAK-PI-B                           | 2        |                |            |
| 3" Round Compartment Light, White<br>3SC0CDCR                            | 1        |                |            |
| Strobe Preemption power supply, encodeable<br>PE215                      | 1        |                |            |
| Micro-Thin Strobe Light 20.1850  | 1        |                |            |
| Y-Harness for PE215 Opticom Power Supply<br>46-0743191-000               | 1        |                |            |
| 3" Round Compartment Light, Red/White,<br>3SRCCDCR                       | 1        |                |            |
| Dome Light, 12 LED Red/White,<br>ECVDMLTAL00                             | 1        |                |            |
| Power Distribution Unit P3   | 1        |                |            |
| Able 2 Triple Accessory Outlet w/USB 14.0434                             | 1        |                |            |
| Ford PIU Console Solution w/Cup-Arm-Motion-<br>Filler front PKG-SPS-2020 | 1        |                |            |
| Magnetic Mic Conversion Kit, Single Unit<br>MMSU1                        | 2        |                |            |
| NMO Kit 17ft NMO58UPL  | 2        |                |            |
| 30/40 AMP Relay 73980  | 1        |                |            |
| Setina Cargo Box W/Electronic Keypad DSE-<br>BSN 2020TK0841ITU12A        | 1        |                |            |
| Dual T-Rail Gun Mount SC5 lock #HK<br>Sedan/Midsize GK10342UHKSSCAXL     | 1        |                |            |
| Shipping on Equipment  | 1        |                |            |
| Window Barrier VS Polycarbonate, Utility<br>WK0595ITU20                  | 1        |                |            |

|   |   |  |  |
|---|---|--|--|
| #10 VS C RP Coated Poly Partition Tall w/<br>SCA 2020 PK0419ITU20TM | 1 |  |  |
| Full Hard Seat w/#12 Poly Partition 2020<br>HARDSEATW12VS           | 1 |  |  |
| Lighted Push Bumper Front DUO Side DUO<br>BK2019ITU20PB5            | 1 |  |  |
| Setina 2020 Ford Int. Utility EZ lift Deck w/Tray<br>TK2307ITU20    | 1 |  |  |
| SPS INUT Pigtail & Harness w/ Molex 2020<br>2020/2020-1 SPS INUT    | 1 |  |  |
| Shop Supplies   | 1 |  |  |
| Labor   |   |  |  |
| <b>Total Cost, Package 4</b>  |   |  |  |

**EXHIBIT B-3  
 BID FOR STANDARD PRICING**

For products and services not included in the specific packages price list detailed in Exhibit B-2, please provide additional pricing information on the following, which will apply to all other vehicles outfitted during the contract term:

| <b>Item</b>  | <b>Unit</b>               | <b>Unit Price</b> |
|--|---------------------------|-------------------|
| Current Electrical/Mechanic Labor Rates                        | Hourly                    | \$_____ /hour     |
| Anticipated annual increase in Electrical/Mechanic Labor Rates | Percentage                | _____ % increase  |
| Pickup & Delivery Labor Rates                                  | Hourly                    | \$_____ /hour     |
| Anticipated annual increase in Pickup & Delivery Labor Rates   | Percentage                | _____ % increase  |
| Equipment and Supply Costs                                     | Cost, plus percent markup | _____ % markup    |

**EXHIBIT B-4  
NON-COLLUSION AFFIDAVIT**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and further certify that this bid is in all respects fair and without collusion or fraud.

The below signed vendor has not divulged to nor discussed or compared this bid with other vendors and has not colluded with any other vendor or parties to bid whatsoever.

Note: No premiums, rebates, or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable.

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this day \_\_\_\_\_ of \_\_\_\_\_, 2019.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Washington

My commission expires \_\_\_\_\_

**EXHIBIT C**  
**SAMPLE AGREEMENT**

**City of Bothell**  
**Product and Services Agreement**  
With

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This Product and Services Agreement, Contract No. \_\_\_\_\_ (“Agreement”), is entered into as of the Effective Date specified below between the **City of Bothell**, a Washington municipal corporation having its principal place of business at 18415 101<sup>st</sup> Avenue N.E., Bothell, Washington 98011 (“City”), and \_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_, located and doing business at \_\_\_\_\_ (“Vendor”).

For the consideration set forth herein, the parties agree as follows:

1. **Statement of Work.** The City requires purchased services and equipment in connection with outfitting police, fire, and other emergency vehicles. The Vendor will furnish the equipment and services as designated, described, and required by the quote and proposal and will complete said services in a good first class and workmanlike manner, all in accordance with the quote and proposal and with the other contract documents specified herein below, all of which contract documents form the contract, and are as fully a part thereof as if repeated verbatim herein. All work is to be done under the direct supervision and to the satisfaction of the City.

2. **Incorporation of Provisions Required By Law.** Each provision and clause required by federal, state, or local law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the contract shall be amended to make such insertion at the request of either party.

3. **Prevailing Wages.** If this contract, or any portion thereof is a public work, Contractor shall file a “Statement of Intent to Pay Prevailing Wages,” with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date this contract is executed by Contractor, and comply with chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

4. **Compensation and Payment.**

A. The City will pay the Vendor for the performance of this contract based upon the quote and proposal. Payment will be based on hourly and equipment cost plus markup, in accordance with Exhibit A. In no event shall the amount paid by City exceed the sum of \$\_\_\_\_\_, including applicable sales taxes. This amount is the maximum amount to be paid under this



Agreement and shall not be exceeded without prior written authorization from City in the form of a negotiated and executed supplemental agreement. Payment to the Vendor shall be made in the manner and as specified in the general conditions forming a part hereof.

- B. Vendor shall submit, in a format acceptable to the City, invoices for services performed. Each project shall be the subject of a separate invoice. Vendor shall maintain time and expense records and provide them to the City upon request.
- C. City shall pay Vendor within thirty (30) days of the receipt of a correct invoice in accordance with City's usual payment procedures. If City objects to all or any portion of any invoice, it shall so notify Vendor within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.
- D. Acceptance of any payment by Vendor shall constitute a release of all payment claims against City arising under this Agreement as to such portion of the Services. No payment to Vendor shall constitute a waiver or release by City of any claim, right, or remedy it may have against Vendor regarding performance of the services or equipment furnished pursuant to this Contract.

5. **Contract Term.** Vendor will commence work immediately upon the Effective Date or the City's submission of a purchase order, whichever is applicable. For each vehicle outfitting request, Vendor will complete requested work within a reasonable time from the date of the purchase order. This Contract will expire five (5) years from the Effective Date. Prior to expiration of the term of this Contract, the City may, in its sole discretion, renew the Contract for an additional two (2) year period. The City Manager is authorized to administratively approve such a renewal.

6. **Indemnification/Hold Harmless.** Vendor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages to the extent caused by the negligence of the City.

7. **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 products and materials supplied to the City.

- A. No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- B. Minimum Scope of Insurance. Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

C. Minimum Amounts of Insurance. Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

D. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Vendor's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor's insurance and shall not contribute with it.
2. The Vendor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. Verification of Coverage. Vendor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Vendor before goods, materials or supplies will be accepted by the City, which is attached and incorporated by this reference as Exhibit B ("Vendor's Certificate(s) of Insurance").

8. **Contract Documents.** Together with this agreement, the additional contract documents consisting of the following: Exhibit A (Scope of Work), Exhibit B (Accepted Bid/Pricing), and Exhibit C (Certificate(s) of Insurance), form the contract and are as fully a part of the contract as if hereto attached or herein repeated. Vendor hereby acknowledges receipt of a copy of such documents.

9. **Entire Agreement.** This Contract is the entire agreement between the parties, and no alterations, change, or additions thereto shall be made, except in writing approved by both parties.

10. **Effective Date.** This Contract shall be effective as of the last date signed below.

*In witness whereof*, the parties have executed this agreement.

**City of Bothell:**

\_\_\_\_\_  
Jennifer Phillips, City Manager

\_\_\_\_\_  
Date

**Attest:**

**Approved As To Form:**

\_\_\_\_\_  
Laura K. Hathaway, City Clerk

\_\_\_\_\_  
Paul Byrne, City Attorney

**Vendor:**

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Business

**EXHIBIT A**

**Scope of Work**

[Insert Scope of Work Language]

**EXHIBIT B**

**Accepted Bid/Proposal**

[Insert Accepted Bid/Proposal Documents]

**EXHIBIT C**

**Certificate of Insurance and Evidence of Coverage**

[Insert Insurance Documents]