

EASTSIDE FIRE & RESCUE

**175 NEWPORT WAY NW
ISSAQUAH, WASHINGTON 98027**

BID PACKAGE 19-01

FOR

RESCUE BOAT SPECIFICATIONS

**CONSISTING OF ADVERTISEMENT FOR BID,
INSTRUCTIONS TO BIDDERS, SPECIFICATIONS,
PURCHASE AND SALES AGREEMENT, FORM OF
BID, AND ADDENDUM A.**

FIRE CHIEF – JEFF CLARK

SHOP SUPERVISOR – JUSTIN KISKE

BOAT LEAD – MIKE O'BRIEN

ADVERTISEMENT FOR BIDS
EASTSIDE FIRE & RESCUE

Sealed bids will be received by the undersigned at the office of Eastside Fire & Rescue, 175 Newport Way NW, Issaquah, Washington 98027 up to 11:00 a.m. on March 25th 2019, for one or more new Shallow Water Rescue Boat(s), after which time bids will no longer be accepted.

Sealed bids will be publicly opened and read aloud at the office of Eastside Fire & Rescue at 11:15 a.m. on March 25th 2019.

Bids are to be submitted only on the form provided in the Bid Package. Bid documents can be downloaded from our website at www.eastsidefire-rescue.org. Bid documents can also be obtained at our Headquarters office located at 175 Newport Way NW, Issaquah, Washington. The purchase and sale shall be accomplished in accordance with this Advertisement for Bids, Instructions to Bidders, Purchase and Sales Agreement, and Specifications as contained in the Bid Package 19-01. Bid packages shall be submitted at the office of Eastside Fire & Rescue in a sealed envelope marked 'Sealed Bid for Rescue Boat', along with the bid date and time of the bid opening. The Bid form shall contain all the information requested, or the bid may be rejected as unresponsive.

All bids shall be accompanied by a cashiers check or bid bond payable to Eastside Fire & Rescue in an amount not less than five percent of the total bid. Bid forms must not be separated from the Bid Package and the bound document must be submitted intact. A performance bond in the full amount of the bid will be required. The Bidder shall guarantee the total bid price forty-five (45) days from the opening of the Bid.

Eastside Fire & Rescue reserves the right to accept or reject any or all bids, to waive minor informalities, and to accept the bid deemed to be in the best interest of Eastside Fire & Rescue and the Citizens residing therein, and it is not bound to accept the lowest bid submitted.

EASTSIDE FIRE & RESCUE
DATED March 12th, 2019

By

Justin Kiske
Shop Supervisor

Mike O'Brien
Boat Lead

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**BID SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS
FOR ONE (1) OR MORE NEW SHALLOW WATER RESCUE BOAT(S) AND EQUIPMENT**

GENERAL INSTRUCTIONS

Eastside Fire & Rescue, herein referred to as the “Purchaser”, shall receive sealed proposals up to 11:00 AM PDT on March 25th, 2019 for supplying one (1) or more, new Shallow Water Rescue Boat and equipment as outlined in the following specifications. No bid proposal shall be considered except those submitted on the bid proposal form supplied by the Purchaser.

Comply Yes () No ()

The Purchaser reserves the right to accept or reject any or all bids, and to accept the bid deemed to be in the best interest of the Purchaser. The Purchaser is not bound to accept the lowest price submitted. The Bidder whose bid most closely meets the Purchaser’s specifications and demonstrates the qualities desired by the Purchaser shall be chosen as the successful provider.

Comply Yes () No ()

PROJECT OVERVIEW

It is the intent of these specifications to secure competitive bids to provide for the construction and delivery of the apparatus described in detail within the following specifications. These bid specifications detail the requirements for general design criteria of the unit desired, hull, body, electrical systems, and equipment to be supplied. These bid specifications are not designed to be proprietary or restrictive; they are intended to demonstrate the high quality and value desired by the Purchaser. The Purchaser desires an apparatus closely meeting the guidelines and design criteria specified herein for uniformity among our apparatus. As noted, exceptions shall be considered, provided proper supporting information is supplied so the Purchaser can compare and evaluate the exceptions to the specifications.

Comply Yes () No ()

In evaluating the proposals, these major items shall be considered: commitment to delivery, length and terms of warranties, manufacturers’ locations, regional track records for performance, location of post-delivery service and parts, compliance with bid specifications, completeness of the bid, price, information supplied, etc.

Comply Yes () No ()

The units proposed shall closely meet the specific requirements and intent of the requirements as specified herein. All items of the specifications shall conform to the character of the proposed equipment, and the purpose for which it is intended.

Comply Yes () No ()

COOPERATIVE PURCHASING

Public agencies which have filed an Intergovernmental Cooperative Agreement with the Purchaser, and which are actively participating, may purchase from Purchaser’s contracts provided that the Contractor has agreed to such participation. The Purchaser allows cooperative purchasing between public agencies (political subdivisions) per Washington State RCW 39.34. Additionally, other States which allow reciprocal agreements, such as Oregon per ORS 279A.220, will be allowed to purchase apparatus from this proposal in accordance with the terms and conditions submitted herein. Each Contractor shall indicate on the proposal submittal form if their organization shall honor other public agency orders, in accordance with

contract terms and conditions, in addition to orders from the Purchaser. The purchaser does not accept any responsibility for purchase orders issued by other public agencies.

Comply Yes () No ()

EXTENDED OFFER

The Seller agrees to extend their offer to supply the Purchaser additional units for a period of five (5) years from the award of the contract. The cost of any future orders under this contract will be based on the U.S. Government Producers and Price Index. The Purchaser shall be under no obligation to order additional units under this contract.

Comply Yes () No ()

REFERENCES

List up to five municipalities (cities, counties, etc.) for whom your company has most recently manufactured and delivered a unit of the type described in these specifications. Units shall be those which are currently in normal fire service use and having no defects causing the apparatus to give unsatisfactory service attributable to either workmanship, materials, or construction techniques.

Municipality _____ Contact _____ Phone _____

Municipality _____ Contact _____ Phone _____

Municipality _____ Contact _____ Phone _____

Municipality _____ Contact _____ Phone _____

Municipality _____ Contact _____ Phone _____

Comply Yes () No ()

BID SECURITY

Each Bidder must provide a bid bond or a cashier's check with his or her proposal for the amount of five percent (5%) of the bid price of the proposal submitted.

Comply Yes () No ()

PERFORMANCE BOND

A one-hundred percent (100%) Performance Bond shall be supplied within thirty (30) days of bid award if the Purchaser elects to take advantage of any pre-payment offerings. The signatures of both buyer and Bidder on the contract shall constitute awarding of the bid. The prime apparatus builder shall provide the performance bond. Any bonds supplied by the dealer or representative shall not be acceptable.

Comply Yes () No ()

BIDDING REQUIREMENTS

Any manufacturer submitting a proposal or bid, to these specifications shall meet the following conditions. Exceptions to these conditions shall not be allowed under any circumstances.

Comply Yes () No ()

Bids shall only be accepted from a single source apparatus manufacturer. The definition of single source manufacturer is a company that designs and manufactures their products utilizing an approach that includes complete product integration (including the hull and components), being constructed, assembled, and tested on company premises only. Warranties qualified to the hull and body design construction will be from a single source manufacturer and not separated between manufacturers. The Bidder shall provide evidence of maintaining compliance to this requirement.

Comply Yes () No ()

Each Bidder shall provide satisfactory evidence of their ability to construct the unit and supply the service, parts, and technical assistance for the equipment bid. Bidder shall state the location of the factory at which the complete apparatus shall be constructed. Bidder shall also state the location where dealer-provided post-delivery service is available.

Comply Yes () No ()

The Purchaser seeks bids from qualified Bidders offering either OEM or Dealer operated and controlled complete service facilities within a reasonable distance from the Purchaser. After-delivery support and service is of extreme importance to the Purchaser. Bidder shall include the location, information, photos and capabilities of their local service center and personnel available. Service personnel must be available twenty-four (24) hours per day, seven (7) days a week to provide emergency service or technical support as required by the Purchaser.

Comply Yes () No ()

Bidder's local facilities should include mobile service capability for on-site apparatus service.

Comply Yes () No ()

The Final-Stage Manufacturer, and or appropriate dealer, shall provide authorization to the Purchaser to perform necessary warranty repairs on a case-by-case basis, if deemed in the best interest of the Purchaser. Under no circumstances shall this preclude any Bidder from compliance of items listed above. The Final-Stage Manufacturer or appropriate party shall be invoiced for any materials or labor costs incurred by the Purchaser if approved under warranty. Labor costs shall be invoiced to the appropriate party at the current shop rate at the time of repair.

Comply Yes () No ()

The Manufacturer or Manufacturer's authorized Dealer shall be a licensed and bonded Boat dealer for the State of Washington. Bidder shall include proof of such certificates in their bid proposal. If the Bidder is a manufacturer bidding direct and not through a dealer or distributor, then they shall submit a copy of the appropriate dealer's license. Bids received from Bidders and or manufacturers not licensed as a vehicle dealer within the State of Washington shall be rejected.

Comply Yes () No ()

Bids shall only be considered from companies that have an established reputation in the field of boat construction and have been in business for a minimum of five (5) years.

Comply Yes () No ()

DEMONSTRATOR OR STOCK UNITS

These specifications were carefully researched and developed by the Purchaser to provide a unit to serve

unique requirements. Because of this, it is not desired that stock or demonstrator units be bid. Bidders are to bid units meeting the prepared specification only. Proposals for stock or demonstrator units will be rejected as being non-responsive.

Comply Yes () No ()

EXCEPTIONS & CLARIFICATIONS TO SPECIFICATIONS

Each Bidder shall indicate compliance with these specifications by checking the bid compliance question where it appears in each section of the bid. Checking “Yes” in that section shall mean full compliance with all portions of the paragraph. Checking “No” shall mean an exception or clarification is being taken to all ,or part, of that paragraph. Where it is specifically stated “**NO EXCEPTIONS,**” none shall be allowed and may cause rejection of the bid.

Comply Yes () No ()

The buyer is aware that all Bidders shall have to take some exceptions; therefore, **BIDDERS THAT TAKE NO EXCEPTIONS SHALL BE REQUIRED TO MEET EVERY PARAGRAPH TO THE FULLEST EXTENT, SHOULD THEIR BID BE ACCEPTED.** It is the intent of the Purchaser to receive bids that do not require telephone calls or other communications to ascertain what a Bidder is intending to supply.

Comply Yes () No ()

Upon delivery, the apparatus shall be inspected against **THESE** specifications and not those supplied by the Bidder with their proposal. Deviations shall not be acceptable unless they were noted as exceptions at the time of bid, and the apparatus shall be rejected until said deviations are corrected to the satisfaction of the Purchaser.

Comply Yes () No ()

Decisions regarding ‘equal-to’ or ‘better-than’ shall be the sole responsibility of the Purchaser rather than the Bidder. All deviations, regardless of significance, must be explained in the “Exceptions to Specifications” section of the bid.

Comply Yes () No ()

When exceptions are not taken but inconsistencies are noted in the submitted detailed specifications, the bid may be subject to rejection.

Comply Yes () No ()

Exceptions shall be referenced to the paragraph, page number, and item description of these specifications, and drawings or photographs and technical information about the exception shall be provided with the bid. Any exceptions taken may be considered during the bid evaluation process. The Purchaser shall be the sole judge as to the acceptability of any of the items listed as exceptions, and the decision of the Purchaser shall be final.

NO EXCEPTIONS.

Comply Yes () No ()

Bids with no exceptions may be given preference over those with exceptions regardless of the cost differential.

Comply Yes () No ()

Bids taking total exception to these specifications shall not be considered. Alternate bids on "like" apparatus shall not be considered.

Comply Yes () No ()

WRITTEN PROPOSAL SPECIFICATIONS

Each bid shall be accompanied by a detailed description (Bidder's bid) of the work and equipment it proposed to furnish. It is the intent of these specifications to provide for the delivery of a complete and soundly engineered Rescue Boat equipped as specified. Minor details of construction and materials, where not otherwise specified, are left to the discretion of the Bidder who shall be solely responsible for the design and construction of all features.

Comply Yes () No ()

Some items in these specifications have been identified by brand name or model number. These items have been carefully selected because of their quality, reliability, and the availability of local replacement. In order for bids to be considered responsive, equipment specified or the Purchaser-approved equivalents shall be contained in bid proposals.

Comply Yes () No ()

The Purchaser shall be the sole judge of the acceptability of any item proposed as an equivalent to any specified item. Supporting technical information, literature, samples, and other evidentiary material shall be provided by the Bidder with bid items not in accordance with specifications.

Comply Yes () No ()

PROPOSAL SPECIFICATION SEQUENCE

In order to maximize efficiency and minimize evaluation time, bid specifications shall be submitted in the same sequence as these specifications.

NO EXCEPTIONS.

Comply Yes () No ()

PRICE, PAYMENT, AND DELIVERY

All bid prices shall be F.O.B. the Purchaser's location in Issaquah, Washington. The Rescue boat shall be transported via trailer to the location of the Purchaser.

Comply Yes () No ()

All prices quoted shall be valid for a period of no less than forty-five (45) days after bids are opened.

Comply Yes () No ()

All bids shall be submitted on the enclosed bid form provided with these specifications. The form shall be completely filled out and signed by the company officer with the appropriate authority or the bid shall be rejected as unresponsive.

NO EXCEPTIONS.

Comply Yes () No ()

All bids shall include the completed Non-Collusion Affidavit found within these specifications.

Comply Yes () No ()

The total price on the specified bid shall include all items and components as listed in these specifications. Listing any items contained in these specifications as an extra cost item, unless otherwise specified, shall automatically be cause for rejection.

Comply Yes () No ()

Bidders shall state the maximum delivery time based on the number of actual calendar days from date of receipt of order from the Purchaser.

Comply Yes () No ()

The Purchaser reserves the right to assess a one-hundred dollar (\$100.00) per day reduction in the bid price for each day that exceeds the maximum delivery time stated by the Bidder.

Comply Yes () No ()

Before final acceptance of the unit it shall be tested in the presence of an authorized representative of the Purchaser. The Purchaser reserves the right to perform actual performance tests to evaluate the unit, prior to acceptance. Testing shall be done with the assistance of the Bidder.

Comply Yes () No ()

In the event the unit fails to meet the test requirements on first trials, second trials may be made within thirty (30) days of the date of the first trials. Housing or storing the unit on the Purchaser's property shall not constitute acceptance of the unit until testing is completed.

Comply Yes () No ()

Payment in full shall occur within thirty (30) days after the completed unit has been evaluated, tested, and accepted at the Purchaser's location to the full satisfaction of the Fire Chief or his designee.

Comply Yes () No ()

PRE-PAYMENT DISCOUNTS

Bidders are encouraged to offer pre-payment discounts in their proposals; however, the bid price shall not include any requirement of pre-payment. Any discounts shall be offered as available options and the cost of a one-hundred percent (100%) Performance Bond shall be added.

Comply Yes () No ()

CONTRACT AWARD

All bids submitted shall be good for a minimum of forty-five (45) days during which time bid securities submitted with the proposals shall be held by the Purchaser. Criteria for the award shall include, but not be limited to, the following:

- Apparatus Performance and Safety Levels/Considerations
- Completeness of proposal
- Accuracy of accompanying data
- Past performance of Bidder
- Compliance with the detailed specifications
- Compliance with Purchasers request(s) for personnel qualifications or certifications
- Exceptions and clarifications
- Financial stability of Bidder

- Local representation of the manufacturer
- Serviceability of the proposed apparatus
- Service capabilities of the Bidder's local representative
- Any other factor the Purchaser deems relevant

After the evaluation and award process is complete, all Bidders shall be notified of the results and securities shall be returned.

Comply Yes () No ()

The Purchaser reserves the right to reject any or all proposals deemed by the Purchaser to be unresponsive. A contract shall be awarded and purchase order issued to the Bidder most closely meeting the Purchaser's attached specifications.

Comply Yes () No ()

The Purchaser reserves the right to waive any informalities, irregularities, and technicalities in procedure. The Purchaser is not bound to accept the low bid proposal.

Comply Yes () No ()

Bidders shall submit Bidder's standard purchase contract, if any, with proposal for the review of the Purchaser. The Purchaser reserves the right to utilize its own contract if it desires.

Comply Yes () No ()

LIABILITY

The Bidder, if their bid is accepted, shall defend any and all suits and assume all liability for the use of any patented device or article forming part of the apparatus, including any appliance furnished under the contract.

Comply Yes () No ()

MATERIAL AND WORKMANSHIP

All equipment provided shall be guaranteed to be new and of current manufacture, and unless otherwise approved by Purchaser, be in new condition at time of delivery for use as specified for this type of apparatus.

Comply Yes () No ()

All workmanship shall be of the highest quality and accomplished in a professional manner so as to insure a functional apparatus with an aesthetic appearance.

Comply Yes () No ()

All materials used shall be of the highest quality available. Second rate or poor quality components are not desired by the Purchaser. The Purchaser shall be the sole judge of quality materials and workmanship.

Comply Yes () No ()

The construction must be rugged, and ample safety factors must be provided to carry the loads specified and to meet conditions as set forth under the "Performance Tests and Requirements" section.

Comply Yes () No ()

PROPRIETARY PARTS USAGE

The Purchaser requires that the use of consumable or replaceable parts and or materials are not to be utilized in the construction of the apparatus. All parts and materials shall be readily available on the open market through distributors that are not affiliated with the manufacturer, allowing for competitive pricing and ease of access for repair and maintenance. At minimum, the use of proprietary electronic components of any nature (gauges, lights, hinges, and related components) shall not be permitted.

NO EXCEPTIONS.

Comply Yes () No ()

TECHNICAL INFORMATION

Bidder shall provide (free of charge and upon request) technical information, graphs, charts, photographs, engineering diagrams, instruction guides, or other documentation as requested to show that the equipment offered fully complies with these specifications.

Comply Yes () No ()

Drawings including, but not limited to, the overall dimensions and overall length of the proposed Rescue Boat shall be required with the bid. The drawing shall include right, left, and rear views of the Rescue Boat. For purposes of evaluation, a drawing illustrating the overall dimensions and overall length of the proposed apparatus (and other specified equipment), shall be required to be included with the Bidder's proposal package. The drawings shall be large "D" size (minimum 24" x 36"). Smaller size drawings, "similar to" drawings, or general sales drawings shall not be acceptable. Failure to provide a bid evaluation drawing in accordance with these specifications shall be cause for rejection of the bid proposal.

Comply Yes () No ()

The apparatus shall be designed and the equipment mounted with due consideration to the distribution of load between the bow and stern, port and starboard, so all specified equipment with a full complement of personnel can be carried without damage to the Rescue Boat.

Comply Yes () No ()

WEIGHT

The Rescue Boat will be constructed with considerations to reduce overall weight of vessel. Total weight, including all Bidder supplied engines, accessories, equipment, and add-ons, will be supplied to Purchaser.

Comply Yes () No ()

WARRANTIES

The Purchaser requires that the below listed warranties shall have a single-source warranty provided by the successful manufacturer in which all warranties on the entire apparatus shall be administered and coordinated through the apparatus manufacturer. Each Bidder shall submit a copy of the warranty to be supplied with the completed apparatus. The warranty shall be reviewed for exceptions and limitations. It must meet or exceed the minimum warranties specified below.

Comply Yes () No ()

GENERAL WARRANTY

A complete apparatus warranty shall be offered for each new boat manufactured for a period of five (5) years from the date of delivery.

NO EXCEPTIONS.

Comply Yes () No ()

The winning bidder shall provide all warranty repairs to the apparatus. The purchases shall not be required, nor expected, to complete any warranty work.

Comply Yes () No ()

HULL FRAME WARRANTY

The Rescue Boat Hull shall carry a limited lifetime warranty to the original Purchaser. The warranty shall include conditional items listed in the detailed warranty document which shall be provided upon request. A copy of the Bidder's warranty shall be provided in their proposal for review by the Purchaser.

Comply Yes () No ()

ENGINE WARRANTY

All engines (inboard/outboard) shall carry a five (5) year warranty to the original Purchaser. A copy of the Bidder's warranty shall be provided in their proposal for review by the Purchaser.

Comply Yes () No ()

JET PUMP

The Jet Pump/Out Drive shall carry a five (5) warranty to the original Purchaser. A copy of the Bidder's warranty shall be provided in their proposal for review by the Purchaser.

Comply Yes () No ()

COMPONENT WARRANTY

Components, including all electrical, communication, navigation, gauges, lights, tower and other add-ons shall carry a limited lifetime warranty to the original Purchaser. A copy of the Bidder's warranty shall be provided in their proposal for review by the Purchaser.

Comply Yes () No ()

SALES ENGINEER

The successful Bidder shall designate a competent individual, deemed acceptable by the Purchaser, to perform the Bidder's Sales Engineer function. The Sales Engineer shall provide a single point interface between the Purchaser and the Bidder on all matters concerning the successful delivery and completion of the apparatus. The Sales Engineer shall attend all construction meetings and inspection trips, at no additional expense to the Purchaser, throughout the entire construction process, to maintain the continuity of the sales process.

Comply Yes () No ()

PRE-CONSTRUCTION TRIP

The successful Bidder shall provide a Pre-Construction Trip at the location of the successful Builder for two (2) representatives from the Purchaser. This provision includes round trip airfare from Seattle, Washington, and will include all associated hotel, transportation, and meal expenses. A representative from the successful Bidder will also attend this meeting with all associated costs being the responsibility of that Bidder.

Comply Yes () No ()

MIDPOINT INSPECTION

The successful Bidder shall provide a Midpoint Inspection at the location of the successful Builder for two (2) representatives from the Purchaser. This provision includes round trip airfare from Seattle, Washington, and will include all associated hotel, transportation, and meal expenses. A representative from the successful Bidder will also attend this meeting with all associated costs being the responsibility of that Bidder.

Comply Yes () No ()

FINAL INSPECTION TRIP

The successful Bidder shall provide a Final Inspection Trip at the location of the successful Builder for two (2) representatives from the Purchaser. This provision includes round trip airfare from Seattle, Washington, and will include all associated hotel, transportation and meal expenses. A representative from the successful Bidder will also attend this meeting with all associated costs being the responsibility of that Bidder.

Comply Yes () No ()

ON-LINE CUSTOMER INTERACTION

The successful Builder shall provide the capability for online access through their website. The Purchaser shall be able to view digital photos of their apparatus, from the Builder’s website, in the following phases of construction:

- Hull
- Components
- Assembly – 80% Complete

NO EXCEPTIONS.

Comply Yes () No ()

RESCUE BOAT OPERATION TRAINING

The successful Bidder shall provide a factory-trained technician to lead training.

Comply Yes () No ()

The successful Bidder will provide a structured training course for the Fire Apparatus Mechanics of the Purchaser, covering the repair and maintenance of all components of the apparatus called for in the specifications.

Comply Yes () No ()

The successful Bidder will provide a structured training course for personnel assigned to operate the Rescue Boat, covering nomenclature of components, proper operation of the Rescue Boat, daily operational maintenance checks, and other information necessary for a firefighter/operator to safely and properly operate and maintain the apparatus.

Comply Yes () No ()

It is intended that this training be organized in such a manner that both the mechanics and fire personnel receive full benefit of the aforementioned structured training. The firefighter/operator training shall be conducted at a time mutually agreed upon by the Purchaser and Supplier.

Comply Yes () No ()

SUPPLIED INFORMATION & EXTRAS

The successful Builder will supply one (1) copy of the apparatus manual with all manufactured apparatus. The manuals shall include, but not be limited to, all component warranties, user manuals and information for supplied products, apparatus engineering information including drawings and build prints, and other information deemed pertinent by the Purchaser.

Comply Yes () No ()

Included in the delivery of the unit, the Builder will also include spare hardware and extra fasteners, information regarding washing and care procedures, as well as other recommendations for care and upkeep of the general apparatus.

Comply Yes () No ()

The successful Builder will also supply a manufacturer's record of apparatus construction details, including the following information:

- Owner name and address
- Manufacturer, model, and serial number
- GAWR of boat
- Engine make, model, serial number, rated horsepower, related speed and no-load governed speed
- Type of fuel and fuel tank capacity
- Electrical system voltage and alternator output in amps
- Battery make and model, capacity in CCA
- Written load analysis and results of the electrical system performance tests
- Jet pump/outdrive make, model, and type

Comply Yes () No ()

COLOR CODED ELECTRICAL SCHEMATICS

The apparatus manufacturer shall supply two (2) sets of color coded as-built wiring schematics, to include all line voltage schematics with each apparatus.

Comply Yes () No ()

MAXIMUM OVERALL WIDTH

The apparatus specified shall be constructed as detailed and shall NOT exceed a maximum overall width of one-hundred and six (106") inches.

Comply Yes () No ()

SPECIFICATION ADDENDA

All specification addenda shall be issued by the Purchaser in written format, neither verbal forms of addenda or otherwise shall be issued or considered part of this specification, no matter how minor. The Bidder shall acknowledge receipt of all written addenda on the provided price form and in the spaces provided in these documents.

Comply Yes () No ()

REGISTRATION

All necessary paperwork to register the apparatus with the Washington State Department of Licensing as a Boat shall be furnished at the time of delivery. This includes a Manufacturer's Statement of Origin (MSO) and Washington State title application.

UNITED STATES COAST GUARD STANDARDS

Boat will meet or exceed all USCG Standards for Boat LOA.

Comply Yes () No ()

Comply Yes () No ()

CONTRACT EXTENSION PROVISION

The Purchaser reserves the right to exercise the purchase of additional apparatus from the final Contract for a period of up to five (5) years, if in the best interest of the Purchaser. Additional purchases shall be based upon negotiated price adjustments following the Consumer Price Index and annual adjusted rate of inflation for emergency vehicles.

Comply Yes () No ()

PURCHASER AUTHORIZED CONTACT

For questions regarding these specifications, Bidders may contact Shop Supervisor Justin Kiske at 425-313-3282 during normal office hours, Monday through Friday.

Comply Yes () No ()

SUBMISSION OF BID PROPOSALS

Bidders shall submit their bid proposal in a sealed envelope or box clearly marked ‘BID FOR RESCUE BOAT’ on all visible sides addressed to:

**Eastside Fire & Rescue
175 Newport Way NW
Issaquah, WA. 98027**

The Purchaser is not responsible for proposals that are delivered late. It is the responsibility of the Bidder to be sure the proposals are sent sufficiently ahead of time to be **RECEIVED NO LATER THAN 11:00 AM PDT on March 25th, 2019.**

Comply Yes () No ()

At any time prior to the scheduled closing time for receipt of bids, any Bidder may withdraw their proposal by providing written notice to the Purchaser at the addresses set forth above.

Comply Yes () No ()

Bids shall be accepted in hard copies only. Proposals submitted either by facsimile or as electronic documents shall not be accepted and shall be not be considered; however, support information requested by the Purchaser may be accepted at the Purchaser’s discretion when required after the bid opening.

Comply Yes () No ()

BID PROPOSAL OPENING

Bid proposals received shall be publicly opened immediately afterwards.

MANDATORY PROPOSAL FORM

**Eastside Fire & Rescue
175 Newport Way NW
Issaquah, Washington**

Bidder's Name and Address

Manufacturer's Name and Address

Person to Contact

Person to Contact

After reviewing the attached specifications and information we, the above listed Bidder, hereby submit the following Bid Proposal to Eastside Fire & Rescue for the furnishing of one (1) or more, new Rescue Boat(s) and equipment as stated in the attached specifications.

Complete Boat apparatus cost: \$ _____

Delivery time shall be _____ days from time of agreement (in calendar days).

Factory Inspection trip cost per specification:	\$ _____	
Exceptions to the specifications		Yes () No ()
Proof of insurance included	Comply	Yes () No ()
F.O.B. to the Purchaser	Comply	Yes () No ()
Added cost to proposal for delivery:	\$ _____	
Pre-payment Discounts Provided		Yes () No ()
100% Performance Bond Included		Yes () No ()
100 % Performance Bond Cost:	\$ _____	

Service Center distance from Issaquah, WA in miles _____

Signature of Authorized Officer of Bidder:

Signature _____ Date _____

Printed Name _____ Date _____

THIS FORM IS TO BE PLACED IN THE FRONT OF THE BIDDERS PROPOSAL

SERVICE CENTER LOCATION

Name & Location (Address) of Authorized Service Center:

Contact: _____

Phone #: _____

RECEIPT OF ADDENDA

The Bidder shall acknowledge receipt of all written addenda below:

Addenda # _____ Date Received: _____

Authorized Signature: _____

Addenda # _____ Date Received: _____

Authorized Signature: _____

Addenda # _____ Date Received: _____

Authorized Signature: _____

Addenda # _____ Date Received: _____

Authorized Signature: _____

Addenda # _____ Date Received: _____

Authorized Signature: _____

Addenda # _____ Date Received: _____

Authorized Signature: _____

THIS FORM IS TO BE PLACED IN THE FRONT OF THE BIDDERS PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON

COUNTY OF KING

The undersigned, being duly sworn on oath, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows for _____:

Supply One (1) or more, new, Rescue Boat(s), built in accordance to design and specifications set forth and described within this contract.

Firm Name

Authorized Signature

Print Name

Title

Sworn to before me, this _____ day of _____, 2019.

Notary Public in and for the State of _____

Residing at _____

My Commission Expires _____

THIS FORM IS TO BE PLACED IN THE FRONT OF THE BIDDERS PROPOSAL

EXCEPTIONS TO SPECIFICATIONS:

Exceptions to these specifications shall be noted below. All exceptions taken shall be recorded per the guidelines defined above. Each exception shall be noted by page number and item header. If additional space is required for exceptions the Bidder shall use additional paper as necessary, maintaining the demonstrated format.

Page #: _____
Header: _____
Exception: _____

Page #: _____
Header: _____
Exception: _____

Page #: _____
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Exception: _____

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INTENT

It is the intent of these specifications to describe, in detail, the construction, machinery installation, and outfitting of one extreme shallow water river and flood patrol/rescue boat. In case the details which are impractical to fully specify, or of inadvertent omissions or inclusions from plans or specifications therein, it is understood that the intent of the plans and specifications is to be carried out in all respects in accordance with the best boat building practice. Materials, construction, and equipment are to be first-class in every respect, in order to produce a boat of maximum strength and durability for the rugged service anticipated. This boat will have an expected life of no less than twenty (20) years. The boat builder should bear this in mind while designing and building the boat. For this reason, certain minimum qualities and workmanship are specified which may exceed those normally furnished in pleasure boats.

Bidder Complies as Written: Yes: _____ No: _____

MODEL YEAR

The hull shall have a Vehicle Identification Number (VIN) that reflects the newest available model year.

Bidder Complies as Written: Yes: _____ No: _____

COUNTRY OF SERVICE

The hull shall be put in service in the country of United States of America (USA). The hull will meet applicable Coast Guard Approved Rules regarding safety.

Bidder Complies as Written: Yes: _____ No: _____

APPARATUS TYPE

The apparatus shall be an aluminum water-rescue boat designed for emergency service use. Use will include operating in all weather conditions and extremely shallow water. Boat must be able to operate in these conditions with a weight capacity of three-thousand (3,000 lbs.) pounds (rescuers/equipment).

Bidder Complies as Written: Yes: _____ No: _____

BOAT DIMENTIONS

The apparatus shall be no shorter than twenty (20') feet and no longer than twenty-two (22') feet in LOA.

Bidder Complies as Written: Yes: _____ No: _____

Boat hull shall be no narrower than seventy (70") inches up to eighty-four (84") inches wide.

Bidder Complies as Written: Yes: _____ No: _____

TRAILER TYPE

Trailer shall be a new EZ Loader T96BT 17-20 4000 tandem axle trailer.

Bidder Complies as Written: Yes: _____ No: _____

Trailer will include the following: Bunks with slick bunk covers, chine load guides, spare tire/carrier, Fulton winch with high/low gear, disc brakes, surge tongue, and jack stand with wheel.

Bidder Complies as Written: Yes: _____ No: _____

BOAT HULL

The Boat hull shall be constructed of high-quality aluminum with a minimum thickness of one quarter (.25”) inch. Three-eighths (3/8”) inch will be considered by Purchaser.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Hull shall be flat bottom type.

Bidder Complies as Written: **Yes:** _____ **No:** _____

BOAT DESIGN

The boat shall be designed to maintain minimum draft during idling, planning, and cruising.

Bidder Complies as Written: **Yes:** _____ **No:** _____

The boat shall be designed with enough floor space to lay a patient flat on a backboard (16”x72”).

Bidder Complies as Written: **Yes:** _____ **No:** _____

The boat shall have storage shelves below the gunwale.

Bidder Complies as Written: **Yes:** _____ **No:** _____

The boat shall have have a one (1”) inch hand rail at top of gunwale.

Bidder Complies as Written: **Yes:** _____ **No:** _____

BOW TYPE

Boat shall have a squared bow.

Bidder Complies as Written: **Yes:** _____ **No:** _____

CLEATS

Boat shall have cleats on port/starboard of bow, and port/starboard of rear gunwale. Purchaser to consider pop-up style cleats.

Bidder Complies as Written: **Yes:** _____ **No:** _____

SWIM STEP

Boat shall have a swim step with a grab rail on starboard side transom. Purchaser to consider larger swim step.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Recessed ladder in swim step to be considered by Purchaser.

Bidder Complies as Written: **Yes:** _____ **No:** _____

WINDSHIELD

Boat shall have a two (2) or three (3) piece style windshield with a center or side walk-through to allow for rescuers/operators to access bow.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Windshields will have an intermittent wiper system. The wiper motor shall be activated by a dash mounted switch. Switch shall have an “intermittent” feature.

Bidder Complies as Written: **Yes:** _____ **No:** _____

CONSOLE TYPE

Boat shall be dual console type. Center console type will not be considered.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Storage shelves will be mounted under console.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Console shall have dry glove box.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Console will have two (2) cup holders.

Bidder Complies as Written: **Yes:** _____ **No:** _____

THROTTLE TYPE

Throttle type shall be side mount.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Throttle shall be independent RPM and forward/reverse control levers.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Throttle will have lanyard kill switch.

Bidder Complies as Written: **Yes:** _____ **No:** _____

SEAT TYPE

Seats shall have adjustable heights, backs for Operator/Navigator, arm rests, and flip-up style bolster. Seats shall have dry storage under each seat.

Bidder Complies as Written: **Yes:** _____ **No:** _____

UNDER SEAT/COMPARTMENT LIGHTING

LED compartment lighting shall be installed in all under seat storage areas.

Bidder Complies as Written: **Yes:** _____ **No:** _____

STORAGE DRAINS

All storage shall have drains/water resistant ventilation.

Bidder Complies as Written: **Yes:** _____ **No:** _____

ELECTRICAL SYSTEM

The Boat shall include a single starting electrical system. Wiring shall be of appropriate gauge for all components. All electrical connections shall be sealed connectors and water proof.

Bidder Complies as Written: **Yes:** _____ **No:** _____

ENGINE COMPUTER SYSTEM/DISPLAY

The Rescue Boat shall include a Yamaha Digital Multi-Function OEM with Fuel Flow Meter or similar.

Bidder Complies as Written: **Yes:** _____ **No:** _____

COMMUNICATION SYSTEM

The Boat shall include a David Clark or Fire-Com Marine Grade wireless communication to include a base and no less than three (3) headsets. Communication model shall be the model of the most current year.

Bidder Complies as Written: **Yes:** _____ **No:** _____

System shall pair with purchaser provided 800 MHz radio.

Bidder Complies as Written: **Yes:** _____ **No:** _____

KICKER MOTOR

The Boat shall include a light weight outboard kicker motor with a minimum Horsepower rating of nine-point-nine (9.9) HP and tiller steering.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Kicker motor will be supplied by main fuel tank.

Bidder Complies as Written: **Yes:** _____ **No:** _____

LIGHTING

Bow will have two (2) recessed spot lights with dash mounted control switch.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Tower will have one (1) red emergency light with dash mounted control switch

Bidder Complies as Written: **Yes:** _____ **No:** _____

Operating area of boat will be properly illuminated with red and white courtesy lights to illuminate entire floor. Dash mounted control switch will be three (3) way type to select white lights, red lights, or off.

Bidder Complies as Written: **Yes:** _____ **No:** _____

The boat shall have recessed port/sarboard lights midship, near the operator. Intent of lights is to illuminate water left and right of operator while in forward and reverse. Lights will have dash mounted switches for forward-facing, rear-facing, both, and off.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Purchaser to consider marine underwater LED lights mounted below water line on transom.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Purchaser to consider additional factory recommended lighting.

Bidder Complies as Written: **Yes:** _____ **No:** _____

TOWER

The boat shall have a wake tower. Tower will be constructed for the purpose of occasional towing, supporting lighting, and as grab rails for occupants.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Two (2) permanently mounted hand operated, rotating LED search lights shall be hard wired and mounted

on top of the wake tower on the Port and Starboard sides. Light options shall be provided by the Bidder.

Bidder Complies as Written: Yes: _____ No: _____

FLOORING

All flooring shall be of the lightest weight, strong, and be marine grade non-skid coated.

Bidder Complies as Written: Yes: _____ No: _____

BILGE PUMPS

The boat shall have two (2) bilge pumps with a dash mounted switch and an “automatic” feature.

Bidder Complies as Written: Yes: _____ No: _____

NAVIGATION SYSTEM

The boat shall have a nine (9”) inch dash mounted Garmin or Humminbird GPS/Depth Sounder.

Bidder Complies as Written: Yes: _____ No: _____

COMPASS

The boat will have backlit dash mounted compass.

Bidder Complies as Written: Yes: _____ No: _____

BOW/TRANSOM EYES

The boat shall have a bow or anchor eye and transom attachment points for trailering.

Bidder Complies as Written: Yes: _____ No: _____

COAST GUARD SAFETY KIT

A standard coast guard safety kit shall be provided.

Bidder Complies as Written: Yes: _____ No: _____

CARBON MONOXIDE ALARM

A carbon monoxide alarm shall be installed near the operator.

Bidder Complies as Written: Yes: _____ No: _____

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a forty (40) amp battery direct load. One (1) power stud shall be capable of carrying up to a fifteen (15) amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud.

Bidder Complies as Written: Yes: _____ No: _____

AUXILIARY ACCESSORY POWER

An auxiliary set of power and ground studs shall be provided and installed in the rear crew area forward-facing seat pedestal. The power and ground stud shall be circuit protected with a forty (40) amp breaker. The studs shall be thirty-eight one hundredths (0.38”) inch diameter and capable of carrying up to a forty (40) amp battery direct load.

Bidder Complies as Written: Yes: _____ No: _____

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

Bidder Complies as Written: **Yes:** _____ **No:** _____

ENGINE

The inboard or inboard/outboard motor shall offer a minimum rating of two-hundred (200) Horsepower.

Bidder Complies as Written: **Yes:** _____ **No:** _____

The inboard or inboard/outboard motor shall feature Digital Fuel Flow Meter and Digital Tachometer and Speed Gauge.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Engine will have sound insulated engine cover with LED engine compartment light.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Engine will have two (2), four (4”) inch blowers with dash mounted switch.

Bidder Complies as Written: **Yes:** _____ **No:** _____

KICKER MOTOR

A nine-point nine (9.9HP) Horsepower Kicker Motor will be mounted port side transom.

Bidder Complies as Written: **Yes:** _____ **No:** _____

JET PUMP

The jet pump will be the most current year Hamilton type.

Bidder Complies as Written: **Yes:** _____ **No:** _____

The jet pump will have stomp grate and sand trap.

Bidder Complies as Written: **Yes:** _____ **No:** _____

FUEL TANK

The fuel tank shall have a minimum capacity of forty (40) gallons.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Option: Bidder shall provide feasibility for a fifty (50) gallon fuel tank.

Bidder Complies as Written: **Yes:** _____ **No:** _____

ELECTRONIC SIREN SPEAKER

The bow shall include one (1) 100 Whelen SA295 siren and shall have an optional Microphone. The speaker shall include a flat mounting flange. The speaker location shall be determined at preconstruction.

Bidder Complies as Written: **Yes:** _____ **No:** _____

POWER PORT DASH MOUNT

Dash Blue C System USB and one marine grade one-hundred and ten (110) double outlet, one (1), twelve (12v) volt cigarette lighter type receptacles in the cab dash to provide a power source for twelve (12v) volt electrical equipment.

Bidder Complies as Written: **Yes:** _____ **No:** _____

All twelve (12v) volt outlets shall be powered at all times. Inverter will turn on automatically when boat is powered on.

Bidder Complies as Written: **Yes:** _____ **No:** _____

The receptacles shall be wired to be live with the battery master switch.

Bidder Complies as Written: **Yes:** _____ **No:** _____

The one-hundred and ten (110) marine grade double outlet shall be powered hot while plugged into shore power.

Bidder Complies as Written: **Yes:** _____ **No:** _____

SHORE CHARGER POWER

A marine grade shore power inverter charger shall be installed on the Port Side and include a weather proof cover. Connection shall be a twenty (20) amp plug.

Bidder Complies as Written: **Yes:** _____ **No:** _____

REMOVABLE BENCH WITH UNDER SEAT STORAGE

The boat shall have removable bench style seats with waterproofed/dry storage aft of operator on port/starboard. Bench length of thirty (30”) inches desired. Height and width to be determined at preconstruction meeting.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Bench Seats will have LED storage/compartiment light.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Seat cushions will be snap-on type.

Bidder Complies as Written: **Yes:** _____ **No:** _____

IGNITION

A master battery system with a keyed start ignition system shall be provided. Each system shall be controlled by a master battery switch.

Bidder Complies as Written: **Yes:** _____ **No:** _____

Each dash mounted switch shall illuminate when the respective switch is placed in the “ON” position.

Bidder Complies as Written: **Yes:** _____ **No:** _____

BATTERIES

The single start electrical system shall include two (2) Group 31AGM 950 CCA batteries, or similar. The cables shall have encapsulated ends with heat shrink and sealant.

Bidder Complies as Written: **Yes:** _____ **No:** _____

BATTERY TRAYS

Batteries shall be securely mounted. Location of batteries to be determined during preconstruction.

Bidder Complies as Written: **Yes:** _____ **No:** _____

BATTERY CABLES

The battery terminals shall not be utilized for auxiliary connections.

Bidder Complies as Written: **Yes:** _____ **No:** _____

LED ENGINE COMPARTMENT LIGHT

There shall be an LED light mounted under the engine tunnel for area work lighting on the engine.

Bidder Complies as Written: **Yes:** _____ **No:** _____

EMERGENCY/WARNING/SCENE LIGHT CONTROLS

All Emergency/Warning lights shall be controlled from a dash mounted Whelen control system. The multiplex system shall allow for manual control of all Emergency/Warning/Scene lights. All Emergency/Warning lights shall be switched through the vehicle information display unit.

Bidder Complies as Written: **Yes:** _____ **No:** _____

COMMUNICATION ANTENNA

An antenna base, for use with an NMO type antenna, shall be installed, location to be determined on preconstruction. The antenna will be provided by the Purchaser.

Bidder Complies as Written: **Yes:** _____ **No:** _____

APPARATUS INFORMATION LABEL

A high-visibility label shall be provided and installed in a location clearly detectable to the driver while in the seated position indicating the following:

- Overall Height listed in feet and inches
- Overall Length listed in feet and inches
- Overall GVWR listed in tons

Bidder Complies as Written: **Yes:** _____ **No:** _____

UNDER SEAT COMPARTMENT LIGHTING

LED compartment lighting shall be installed in all under seat storage areas.

Bidder Complies as Written: **Yes:** _____ **No:** _____

FINALIZATION & DETAILING

Prior to delivery of the boat, the interior and exterior be cleaned and detailed. The finalization process detailing shall include installation of USCG required labels, checking fluid levels, all safety systems, etc.

Bidder Complies as Written: **Yes:** _____ **No:** _____

PERFORMANCE TESTS AND REQUIREMENTS

Boat will perform as requested in the intent portion on page twenty-five (25).

Bidder Complies as Written: **Yes:** _____ **No:** _____

FULL WARRANTY SERVICE CENTER

Bidder will provide mobile service, or provide and maintain a full service warranty location within forty (40) miles of purchaser address.

Bidder Complies as Written: **Yes:** _____ **No:** _____

END OF SPECIFICATION
Eastside Fire & Rescue
PURCHASE AND SALES AGREEMENT

THIS PURCHASE AND SALES AGREEMENT (the “Agreement”) between Eastside Fire & Rescue, a joint operation of King County Fire District No. 10, King County, Washington, King County Fire District No. 38, and the Cities of Sammamish, Issaquah, North Bend, all Washington municipal corporations (“Eastside”) located at 175 N.W. Newport Way, Issaquah, Washington 98027, (“Purchaser”), and [REDACTED] with its principle place of business located at, [REDACTED] (“Seller”) is dated this [REDACTED] day of [REDACTED] 2019.

1) **SALE:** Seller hereby sells and agrees to deliver and Purchaser buys and agrees to receive and pay for **one (1) or more, new Shallow Water Rescue Boat(s)** (Unit) (collectively the “Goods”) manufactured by [REDACTED] located in [REDACTED] according to plans and specifications provided by Purchaser and according to the terms of this Agreement, which are incorporated by reference herein. Copies of the Plans and Specifications are incorporated herein.

a) **PRICE AND TERMS OF PAYMENT:** (a) **Price:** The purchase price the Goods on a unit basis to include additional items as noted on the specification sheets, shall be (\$ [REDACTED]) or a total purchase price for the Goods of (\$ [REDACTED]) to include State of Washington Sales tax.

b) (b) **Terms of Payment:** (1) The Purchaser shall be obligated to pay the purchase price after it has given final acceptance to the Goods as provided herein. (2) The purchase price shall be paid in full within thirty (30) days of acceptance.

c) **Price:** The purchase price for the Goods, on a unit basis, shall be as follows and the price is guaranteed for the duration of this agreement and until the sale of the Goods has been completed but not less than twenty-four (24) hours after the date of mutual acceptance of this Agreement.

- d) One (1) Water Rescue Boat \$
- e) Sales Tax % \$
- f) Total Price including tax \$

- 2) **PARTIES TO THIS AGREEMENT:** designate the following to act in the category below;
- a) Seller Representative:
Title:
- b) Purchaser Representative:
Title:
- 3) **DELIVERY AND ACCEPTANCE:** (a) Delivery of the Goods shall occur no later than the agreed upon dates and shall be FOB, Eastside Fire & Rescue's office located at 175 NW Newport Way, Issaquah, Washington 98027. (b) Delivery shall be no later than ___ days after the date of this agreement. (c) The Goods shall not be given final acceptance until they have been evaluated and tested by the Purchaser to the Purchaser's satisfaction at the point of delivery. Rejection of the Goods or any portion thereof, or any claim concerning the Goods or any portion thereof, must occur within **sixty (60) days**, otherwise they shall be deemed to have been given final acceptance.
- 4) **ADDITIONAL SELLER RESPONSIBILITIES:** (a) The Seller shall provide to the Purchaser such reasonable assistance with testing as the Purchaser may require. (b) The Seller shall provide a competent individual to serve as sales engineer and contact between the Purchaser and Seller with regard to delivery and acceptance, and who shall attend the factory inspection trips, and pre-construction conference to be held at the manufacturer's facility. (c) Seller shall provide, at its expense, a pre-construction conference prior to the start of construction, and factory inspection trips during manufacture of the Goods for verifying compliance with the plans and specifications. Those trips shall accommodate two employees of the Purchaser and shall be scheduled for the mid-build inspection (if necessary) and the final inspection before shipment for all equipment. (d) The Seller shall maintain insurance on the Goods until the Purchaser accepts the Goods. A certificate of insurance shall be submitted to the Purchaser.
- 5) **FORCE MAJURE:** Unless otherwise expressly provided for in this Agreement, failure (in whole or in part) or delay on the part of either party in the performance of any of the obligations imposed upon such party under this Agreement shall be excused and such party shall not be liable for

damages or otherwise, when such failure or delay is the direct or indirect result of any of the following causes, whether or not existing or reasonably within the contemplation of the parties, namely: acts of God, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, labor disturbances, public enemy, war (declared or undeclared).

- 6) **CLAIMS:** Any claims for defect or variance in quality or shortage in quantity shall be made, and the Seller shall be notified and given an opportunity to inspect, within sixty (60) days after the Goods are delivered.

WARRANTIES: The following minimum warranties shall be provided. A copy to be supplied by the Seller:

- a) Hull
- b) Primary and Kicker Motors
- c) Jet Pump
- d) Components, including but not limited to lighting, batteries, communications, navigation, siren, etc.

Each warranty shall be a full warranty, without limitation or exclusion with regard to coverage, remedy or damages. All warranties shall be transferred to the purchaser with the assistance of the manufacturer or dealer.

- 7) **LEGAL REQUIREMENTS:** Seller shall comply fully with all applicable laws, regulations, judicial and administrative orders, and guidelines of any governmental authority regarding the receipt, handling, storage, and transporting of the Goods.
- 8) **TAXES:** Purchaser assumes responsibility for the payment of Washington State and local taxes.
- 9) **ASSIGNMENT:** Neither party may assign this Agreement, nor the rights and obligations contained therein without the prior written consent of the other party. Any assignment of this Agreement by one party, without the prior written consent of the other party, shall be null and

void, and non-binding on that other party.

- 10) **INDEMNITY AND HOLD HARMLESS:** Seller, to the maximum extent permitted by law, shall defend, protect, indemnify and hold harmless Purchaser, its officers, employees and agents (“Indemnified Parties”), against all claims, demands or causes of action, suits, damages, liabilities, judgments, losses and expenses (including without limitation, attorney’s fees and costs of litigation whether incurred for an Indemnified Party’s primary defense or for enforcement of its indemnification rights) which may be incurred by an Indemnified Party or asserted by Seller (including, without limitation, Purchaser’s employees, contractors and agents) or by any third party on account of (i) any personal injury, disease or death of any person(s), damage to or loss of any property, or money damages or specific performance owed to any third party (by contract or operation of law), and any fines, penalties, assessments, environmental response costs, or injunctive obligations caused by, arising out of, or in any way incidental to or in connection with, actions or omissions of Seller (including, without limitation, its employees, contractors and agents) or any third party including, without limitation, (1) sole negligence, fault or strict liability of Purchaser and (2) the concurrent negligence, fault or strict liability in any combination of the Indemnified Parties or Purchaser and/or any third party; and (ii) any breach of any representation, warranty or covenant of Purchaser contained in this agreement.

It is the intention of the parties that the obligations of Seller under this Paragraph without regard to whether the negligence, fault or strict liability of an Indemnified Party is a contributory factor, and such obligations are intended to protect the Indemnified Parties against the consequences of their own negligence, fault or strict liability. Only those matters which are determined by a final non-appealable judgment to be a result of the sole negligence, fault or strict liability of an Indemnified Party and not caused or contributed to by the negligence, fault or strict liability of Purchaser or any third party shall be excluded from Purchaser’s duty to indemnify and hold harmless the Indemnified Parties. The Indemnified Parties expressly reserve the right to participate in their defense with counsel of their own choosing.

- 11) **INTEGRATION, CONSTRUCTION AND ATTORNEY FEES:** This document, including incorporated materials, is the final and complete Agreement of the parties and exclusive

embodiment of their agreement about the matters covered in this Agreement, and any prior or contemporaneous agreement or understanding of the parties whether oral or in writing, shall not be valid or enforceable. This Agreement may not be altered, amended or changed in any way except by a written instrument executed by both parties, and it shall be construed according to the laws of the State of Washington. In any litigation to enforce the provisions of this Agreement, the prevailing party shall recover its costs of litigation, including a responsible attorney's fee and including any costs and attorney's fees incurred on appeal.

- 12) **EXTENDED OFFER:** The Seller agrees to extend their offer to supply the Purchaser, additional units for a period of five (5) years from the award of the contract. The cost of any future orders under this contract will be based on the U.S. Government Producers and Price Index. The Purchaser shall be under no obligation to order additional units under this contract.

- 13) **RCW 39.34, INTERLOCAL COOPERATION ACT** – Other public agencies may enter into an agreement with the Company to purchase goods and services under this contract, in accordance with the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW, authorizing agencies to cooperatively purchase goods and services if all parties agree. At this time, there are no other named parties to this Agreement. Eastside Fire & Rescue or the members constituting this legal entity shall be under no financial or legal liability for such purchases.

- 14) **APPROVAL AND SIGNING BY PURCHASER:** This Agreement shall not be binding on Purchaser until approved by the Purchaser and signed on its behalf by a duly authorized officer or employee. The Purchaser of the above requirement shall in no case construe commencement of performance under this Agreement prior to such approval and signing as a waiver.

IN WITNESS WHEREOF the Purchaser and Seller have hereunto subscribed their names the day and year first above written.

PURCHASER _____

SELLER _____

Date: _____

Date: _____