



**PIERCE COUNTY
INVITATION TO BID NUMBER 1998
SPRINTER CHASSIS**

RETURN PROPOSALS TO:

CLERK OF THE COUNCIL
930 TACOMA AVE S RM 1046
TACOMA WA 98402-2176
Phone: 253-798-7456

BID DUE DATE/TIME: FEBRUARY 23, 2018, 1:00 PM

AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND READ ALOUD IN THE COUNCIL CHAMBERS, 10TH FLOOR COUNTY-CITY BUILDING

Bids must be submitted in a sealed envelope or appropriate packaging with the proposer's name and address, Bid Title and Bid Due Date clearly legible on the exterior prior to the date/time listed above.

BID ISSUED BY:

Pierce County Procurement and Contract Services
Attention: Jana Prince, Senior Buyer
pcpurchasing@co.pierce.wa.us
253-798-7456

ACTING FOR:

Planning & Public Works

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BID QUESTIONS:

Send questions regarding the bid to Jana Prince at pccpurchasing@co.pierce.wa.us or at 253-798-7456. All questions must be received at least **seven calendar days before the bid due date**. Oral interpretations are not binding on the County, unless confirmed by Addendum.

PLANHOLDER'S LIST:

Email bidder information to Jana Prince pccpurchasing@co.pierce.wa.us to be placed on the PLANHOLDER'S LIST for this BID.

The following forms must be returned with the bid/proposal:

- Bid Form including bid worksheet, bid signature page and Certification of Non-Segregated Facilities and Non-Collusion & Debarment Affidavit and required information found under 'Specifications'

The following must be returned by the successful bidder no later than 10 days after bid award:

- Signed Letter Accepting Award*
- Subcontractor's Participation Form (Page 2 of Contract Compliance)*
- Personnel Workforce Data Form (Page 3 of Contract Compliance)*

*These will be executed on County forms and will be enclosed with award documents.

BID FORM

BIDDER REGISTERED NAME: _____

BID DATE: _____

Specifications 18-01 Minimum Requirements	Check if as Specified	Describe Fully if not as Specified
<p><u>Service Body:</u></p> <p>This specification is intended to describe a service body to be installed on a 2016 Mercedes Sprinter cab/chassis. A Knapheide KUVcc Body or approved equal is the anticipated installation. Any fabrication shall use industry best practices to make use of materials designed to reduce overall weight. All areas to be properly trimmed out with no exposed or unfinished edges, corners, or openings.</p> <p>Dimensions:</p> <ol style="list-style-type: none"> 1. Length 133". 2. Height Overall 90". 3. Clear Interior Height 70.5". 4. Body Width 78". 5. Body Weight 2,232 lbs. <p>Body Style:</p> <p>Square front - no wind deflector.</p> <p>Floor:</p> <p>The entire floor area, and at least 12" vertical surfaces, shall have a hot process bed liner material e.g. LINE-X® or similar installed. Due to nature of intended service, the interior of this service body will be regularly washed out with soap and water. Every design and fabrication precaution shall be taken to ensure that damage from water is minimized.</p> <p>Windows:</p> <p>Four windows, installed on body sides vertical surface (two each side) one installed on forward 1/3 of body and one installed on rear 1/3 of body. Windows shall be installed as high as practical to allow natural lighting to enter. No other windows to be included with body.</p> <p><i>(Indicate sizes and locations of windows on documents submitted with bid.)</i></p> <p>Rear Doors:</p> <ol style="list-style-type: none"> 1. Double narrow 45 inch wide opening with hold open provision. Double panel rear doors lock and seal into the body frame. Doors shall have nitrogen struts to hold open and slam latches to close. 2. Rear doors shall have no windows to add increased security. 3. Ingress/Egress handles to aid in safely entering and exiting rear of body. Handles shall encroach approx. 4" into door openings and be of adequate length to be readily accessible 		

Specifications 18-01 Minimum Requirements	Check if as Specified	Describe Fully if not as Specified
<p>from either inside the body, or while outside of the body standing on the ground.</p> <p><i>(Precise mounting location to be determined during pre-build discussion.)</i></p> <p>Compartments:</p> <ol style="list-style-type: none"> 1. Doors shall be finished with no overly sharp or unfinished edges or corners. Three (3) vertical doors and one (1) horizontal door on each side. 2. Horizontal cabinet door size is approx. 60" W x 20" H. 3. Vertical door sizes (two each side) shall be approx. 24" W x 40" H 4. Vertical door (one each side) shall be approx. 30" W x 40" H. 5. Compartments shall have integrated shelf brackets with two adjustable shelves per vertical compartment and one adjustable shelf per horizontal compartment. 6. Shall have continuous drip rail above compartment doors. 7. Vertical Doors shall have struts to hold doors in open position. 8. Horizontal doors shall have chain supports and adequate rigidity to allow doors to be used as a staging area or light-duty work surface. 9. All vertical cabinets are "thru the floor" style with all exterior service body doors keyed alike. 10. Cabinets shall be vented to interior service body space to prevent entrapped moisture buildup in cabinets. <p>Master Locks: Master lock for all compartments where from one location at rear of unit all compartments on one side shall be able to be secured. Similar locking feature for opposite side compartments.</p> <p>Interior Access: Horizontal compartments above wheels and upper portion of passenger side 2nd vertical cabinet to have open back wall to allow access to shelving while working inside of service body.</p> <p>Shelving: Top of cabinets shall be base for full length interior fixed shelving. Shall also have two (2) full length adjustable interior shelves per side. All shelving to have 1½" raised lip front and rear to prevent materials from sliding off.</p> <p>Pipe Door: Pipe door shall be installed curbside rear, door size approx. 8" x 12". Pipe door does not require a storage box behind door but will allow access to lay long items on lowest interior fixed shelving.</p> <p>Workbench: Heavy-duty workbench shall be designed against forward wall bridging between side shelves. Work surface to be approx. 24"</p>		

Specifications 18-01 Minimum Requirements	Check if as Specified	Describe Fully if not as Specified
<p>deep mounted approx. 32" above floor.</p> <p>Upper bridge shelf: Small shelf approx. 12" deep with 1½" lip bridging between side shelves and workbench for storage.</p> <p>Interior Lighting: Three (3) minimum 12 volt Thin Lite® Model 116 LED located to provide optimal lighting for working in rear load area. Lights shall be mounted as high as practical to maintain maximum headroom. Master light switch to be located where it is easily accessible from ground level while standing outside rear of vehicle.</p> <p>12 Volt Electrical Outlet: 12 volt electrical outlet shall be provided at front and rear bumper areas to supply 30A of electrical power to operate portable confined access ventilation blowers. Power shall come from Mercedes factory-installed auxiliary battery. Electrical receptacles shall be mounted in provided rigid electrical enclosures to protect from moisture and impact damage.</p> <p><i>(Pierce County will provide desired outlet receptacles and enclosures.)</i></p> <p>Bumper: Fabricated rear step bumper shall be 12" long covered with perforated metal material designed to prevent slips. Bumper shall have edge banding to cover exposed bumper structure. Rear corners of bumper to have 3" radius or to be cut at 45 degree angles.</p> <p>Hitch: Receiver hitch 2" square tube receiver using existing RV style trailer plug pre-installed by Mercedes. Hitch tubing shall be incorporated into bumper rather than hung below bumper for maximum hitch tubing ground clearance. Safety chain "D" rings shall be kept as high as practical to eliminate scrubbing when entering/leaving driveways. Safety chain "D" rings shall be free-swinging style to allow movement if contact is made with road surface. Trailer electrical plug shall be mounted on rear finish plate directly forward and above bumper.</p> <p><i>(Pierce County will be responsible for jumper harness to connect from mounted plug to trailer.)</i></p> <p>Legal Equipment:</p> <ol style="list-style-type: none"> 1. ICC lights, reflectors and mud flaps installed. 2. Rear stop-tail-turn lighting to be grommet mount LED Truck-Lite® Super 44, 6 diode units. Minimum two (2) per side. 3. B/U lights to be LED design grommet mounted. <p>Mounting: Mounted on Sprinter chassis using industry best practices for</p>		

Specifications 18-01 Minimum Requirements	Check if as Specified	Describe Fully if not as Specified
<p>body mounting.</p> <p>Installation: Refer to the attached general specifications for requirements.</p> <p>Prior to beginning construction, vendor shall consult with Pierce County to review construction techniques and clarify any specification-related questions.</p> <p>High quality AutoCAD drawings shall be provided for review and approval by Pierce County before actual construction begins.</p> <p>A progress inspection shall be called for by the vendor when the first unit is approx. 75% completed. All costs for travel, meals and lodging associated with construction progress inspection, for one Pierce County inspector, shall be borne by Pierce County if within the greater Tacoma-Seattle area. Beyond the Tacoma-Seattle area, all such costs will be paid by the contractor.</p> <p>The unit/units may also be inspected at any time during construction with related travel costs to be borne by Pierce County.</p>		

PRICE F.O.B. PIERCE COUNTY EQUIPMENT SERVICES (Less Tax): \$ _____

Listed below are options that Pierce County may consider for this piece of equipment. Please list any additional options that you feel would be useful in the planned application of this piece of equipment. Be sure to include complete description and prices for any additional options.

Bid Item	Component	Description	Total
1	Inverter	<p>Magnum Dimensions® Model CSW412 inverter (no-exception) in passenger compartment connected to auxiliary battery. One side of 120V outlet shall be available in passenger compartment. Wiring from remaining side of inverter outlet shall go to rear compartment (120V) duplex outlet at forward work area for task lighting and also go to duplex outlet in right rear cabinet to charge cordless tool batteries. Shall be connected to auxiliary battery which shall not require chassis engine to be running or to have key turned on to operate.</p> <p>(Precise mounting location to be determined during pre-build discussion.)</p>	\$

Bid Item	Component	Description	Total
2	Top Lights	Federal Signal Highlighter LED series part number 454201HL-02 (no-exception) mounted front and rear of body, rear light to be mounted left of center. Lights to be mounted on stainless steel or aluminum plate which is 1" larger than light in both directions. Mounting plate to be attached to front and rear of body to locate top of light flush with top of body. Light switches for top lights to be located in the cab and shall indicate on-off condition. (If rear doors impede flush mounting, rear mounting to be as low as practical.)	\$
3	Rear Work Light	One Woody's Accessories L16-0069-S work light to be mounted high on rear of body right of center. Light switch for work light to be located where it is easily accessible from ground level while standing outside rear of vehicle. Shall be connected to auxiliary battery and shall not require chassis engine to be running or to have key turned on to operate.	\$
4	Side Work Lights	Whelen Scenelight® 900 Series 24-LED to be mounted high center on each side of body. Light switches for scene lights shall be provided to run either side individually or both sides simultaneously. Light switches for scene lights to be located where they are easily accessible from ground level while standing outside rear of vehicle. Shall be connected to auxiliary battery and shall not require chassis engine to be running or to have key turned on to operate.	\$
5	Spotlight	One white Go-Light® Stryker LED model 30004 remote controlled spotlight to be mounted in center of cab/chassis roof.	\$
	Wash Down	Wash down system consisting of non-ferrous 15-30 gallon tank located within rear chassis frame rails, 12v pump (SHURFLO #2088-343-135), cold weather drain, quick disconnect hose fittings, 6 ft hose with self-closing spray nozzle, anti-siphon fill provision. Pump switch location to be easily accessible from ground level while standing outside rear of vehicle. Shall be connected to auxiliary battery and shall not require chassis engine to be running or to have key turned on to operate. Pump, wiring and plumbing shall be protected from road debris impact. Water fill and water dispense fittings shall be located to minimize disruption to body ingress/egress. State proposed tank size in gallons. _____	\$
	Backup Camera	Backup camera to connect to existing Mercedes camera-ready radio display. Camera to be mounted high rear center of body to give good view of immediate rear area. State make and model of camera proposed. Make _____ Model _____	\$

ADDENDUM RECEIPT:

Receipt of addenda numbered _____ is acknowledged.

VENDOR INFORMATION & SIGNATURE:

Signature

Date

Printed Name and Title

Address

Phone Number: _____ Email Address: _____

UBI No: _____

Complete the tax status information for one of the following business entity types. **Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.**

Identification of Vendor as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity:

Federal Tax ID# (EIN or SSN – as applicable): _____

PLEASE NOTE: Proposals shall be signed by the person or persons having authority to sign them. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person.

Include with BID FORM all information requested in the SPECIFICATIONS SECTION

All questions and blanks in this bid must be completed in full for valid bid response.
REST OF PAGE 2 IS PURPOSELY LEFT BLANK

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

I, the undersigned, having carefully examined the Invitation to Bid, propose to furnish materials, equipment, supplies and/or services as set forth herein.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgement rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last three years. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215).

Firm Name: _____

Signature: _____

Printed Name and Title: _____

BID SPECIFICATIONS

GENERAL:

- A. This specification is intended to describe and set minimum acceptable standards for a rear walk-in service body installed on a Mercedes Sprinter 3500 cab/chassis. The chassis provided will have a 144" WB (wheelbase) measurement. The intended use for this equipment is in support of Pierce County Sewer Utility pump station maintenance crews. It will transport 1 or 2 staff, work tools, plumbing and electrical parts and equipment. It will be used as a mobile work platform for maintaining pump stations throughout Pierce County. The service body shall be designed in accordance with current industry and engineering standards applicable and accepted for structural and design safety factors. The design criteria will consider the effects of fatigue from field proven past designs.
- B. Unit shall be new (unused), current standard production models completely serviced and prepared for customer delivery by a factory-franchised dealer prior to delivery. Unit shall include all warranty (and extended warranty, if applicable) identification cards furnished to the trade in general in accordance with standard warranty policy. Each unit shall include the line production sheet listing all components. The line production sheet shall match the vehicle's serial number.
- C. A performance demonstration may be required before bid award. Performance demonstration will be of unit per basic specifications. All standard equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.
- D. This equipment will be used in elevations from near sea level to 3,000 feet and in ambient temperatures from 20 to 100 degrees F. The equipment must operate normally throughout this range of conditions.
- E. The equipment supplied shall conform to all applicable OSHA, FMVSS, EPA, Washington Department of Ecology, Washington State Motor Vehicle laws and regulations, Office of Motor Carrier Safety (OMCS), and to all other industry standards in effect at the time of delivery.
- F. The equipment supplied shall be a standard model of a manufacturer with experience in the production of custom service bodies and shall be equipped as necessary to meet the requirements of the Specifications. All workmanship and materials shall be of good quality and design.
- G. When equipment is purchased in quantities greater than one, each unit shall be identical in all aspects of design and manufacture.
- H. Each component of the equipment shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
- I. The dimensions, capabilities, weights, and gauges stated in the written Specifications are to be considered nominal unless otherwise stated as minimum, maximum, or exactly for specific strength, fit, or purpose. Where brand names are mentioned (with or without model numbers), bidders are to understand that brand names OR equal in performance, quality, and function is intended.
- J. All equipment associated with this purchase must be delivered to Pierce County within 120 calendar days after receipt of the purchase order. Pierce County Equipment Services may authorize an extension of the delivery date.

- K. Liquidated damages equal to the amount listed in the current edition of "Rental Rate Blue Book" published by Dataquest, a division of Dunn & Bradstreet Corp., for each normal workday (Monday through Friday) shall be levied against each piece of equipment that is delivered after the established delivery date. Officially recognized State and Federal holidays will not be considered normal working days. Pierce County will deduct such damages from the dealer's invoice before making payment. Dealers will not be held responsible for Force Majeure delays provided that Pierce County Equipment Services is notified in writing in a timely manner.
- L. Clarification of any items in this specification may be obtained from
Alan Kies, Pierce County Equipment Manager
Pierce County Equipment Services
4812 196th St E.
Spanaway, Washington 98387-6710
(253) 798-6805

GENERAL SPECIFICATIONS, TERMS, AND CONDITIONS

This section outlines both the business relationship and general technical specifications. Please read carefully.

1. STANDARDS, CODES, RULES, AND REGULATIONS

The equipment shall be manufactured as per good engineering practice. It shall conform to the best known current manufacturing practices relative to design, materials, strength, quality, durability, safety, and workmanship and shall be in accordance with the latest codes, standards, and practices of the industry and the following professional organizations:

- American Institute of Steel Construction (AISC)
- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society for Testing and Materials (ASTM)
- American Welding Society (AWS)
- Battery Council Institute (BCI)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Industrial Fastener Institute (IFI)
- International Standards Organization (ISO)
- Joint Industrial Council (JIC)
- National Truck Equipment Association (NTEA)
- Society of Automotive Engineers (SAE)
- Steel Structure Painting Council (SSPC)
- The Maintenance Council of the American Trucking Association (TMC)

2. BID EVALUATION

Pierce County awards bids through a competitive sealed bidding process. Awards shall be made to the lowest responsive bidder whose bid conforms to all materials in respect to the technical and special terms and conditions requirements set forth in the Invitation for Bid (IFB). ***All vendors must be licensed to sell and deliver vehicles in the State of Washington.***

3. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, Pierce County requires an offer in response to this solicitation to be valid and irrevocable for 60 days after opening time and date.

4. COOPERATIVE PURCHASES

Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract therein if all parties agree. Pierce County agrees to allow other agencies to use this contract provided there is a general understanding that Pierce County is not held financially liable in any way.

5. SHIPPING TERMS

Bid prices shall be F.O.B. destination, Pierce County Equipment Services, 4812 196th St E Spanaway, WA 98387-6710. Contractor shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the

contractor. Pierce County will notify the contractor promptly of any damaged goods and assist the contractor in arranging for inspection.

6. **DELIVERY/INVOICING**

The contractor shall be responsible for delivery of all equipment in a complete and ready-for-use condition with all components functioning, cleaned, tested, lubricated, and serviced. **Equipment delivered shall be free of decals or emblems identifying or advertising the contractor.** The standard identification of a manufacturer is acceptable.

The contractor shall be responsible for ensuring the delivery performance of subcontractors. Delivery shall be accomplished between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday (normal working hours, excluding holidays), at Pierce County Equipment Services, 4812 196th St E Spanaway, WA 98387-6710.

The vehicle shall be prepared for immediate use including not less than one-quarter (1/4) tank of fuel. **Vehicles delivered with less than 1/4 tank of fuel will be refused.**

Documents to be presented at the time of delivery shall include the following / if applicable:

One (1): Certified weight slip for any unit that has had body modifications or body mounted to chassis, etc.

Items to be presented at the time of delivery shall include the following:

One (1): Complete set of filters to be supplied with each unit ordered to service the complete unit including all accessories.

One (1): List of parts (including price) required to perform yearly preventive maintenance inspections as well as routine maintenance.

7. **ACCEPTANCE**

Each item delivered shall be subject to a complete inspection by the Equipment Services Division prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to Specification, mechanical integrity, quality, workmanship, and materials. Thirty (30) calendar days shall be allowed for this process. If a problem is found, the dealer shall retrieve the vehicle within one (1) business day of notification for correction/repairs and redeliver said vehicle as soon as the repairs are complete. If delivered and the equipment is returned to the contractor prior to acceptance for any reason, additional periods of 30 calendar days shall be allowed for inspection when subsequent deliveries occur.

8. **TRANSPORT**

The contractor shall be fully responsible for the transport of the equipment to and from Pierce County Equipment Services, 4812 196th St E Spanaway, WA 98387-6710 for installation and correction of items or workmanship not in compliance with the Specification.

The contractor shall be responsible for any loss of or damage to Pierce County property while such property is in contractor's possession and/or subject to contractor's control.

9. **CANCELLATION**

Failure to provide materials, supplies, or instruments in accordance with specifications or failure to meet stated delivery commitments shall be cause for **immediate** cancellation of the contract.

10. WARRANTY

- A. All equipment purchased on this bid shall be purchased from one (1) contractor. That one contractor shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment.
- B. The contractor's responsibility shall include all warranty involving a subcontractor.
- C. The contractor shall supply a minimum 36-month warranty on all parts and workmanship from the initial in-service date as reported by the Equipment Services Division. The contractor shall further guarantee the equipment to be supplied complies with all applicable State/Federal laws and regulations in effect at the time of delivery.
- D. The bidder shall state in writing any additional duration of their warranty that goes above and beyond the minimum requested warranty stated in C above. This shall include any applicable limitations or conditions.
- E. Any vendor that wishes to bid on vehicles/equipment for Pierce County must have an authorized warranty dealer who can perform warranty repairs within a 50-mile radius of the Equipment Services Division Central Maintenance Shop. **If no authorized dealer is available and Pierce County chooses to purchase said equipment, the Pierce County Equipment Services Division will perform the warranty repairs during the term of warranty agreement.**
- F. The Pierce County Equipment Services Division will make all repairs using only genuine O.E.M. parts, except those times when O.E.M. parts are not available within a reasonable time then parts equal to O.E.M. will be used.
- G. Sublet repairs will be billed by Pierce County at their actual cost.
- H. Warranty claim payment will be made by the vendor to: Pierce County Equipment Services, 4812 196th St E Spanaway, WA 98387-6710. Payment will be submitted within 30 days from receipt of invoice.
- I. List any terms or conditions that would void or devalue warranty claims:

J. Labor reimbursement to Pierce County for warranty repairs:

If this bid falls under the above conditions whereby Pierce County will be required to perform warranty on the vehicle/equipment, **you must fill in the appropriate information below.**

Labor rate your company will reimburse Pierce County shall be **\$97.00** per hour.

Initial here to acknowledge: _____

OR

The bid you are submitting will be to provide warranty repairs at an authorized dealer within a 50-mile radius of the Pierce County Equipment Services.

Initial here to acknowledge: _____

K. Name and location of the service and warranty dealer:

Dealer Name: _____

Address: _____

City, ST, Zip: _____

Phone: _____ FAX # _____

L. Warranty Period:

1. 36 month/36,000 miles - full coverage

2. Please spell out any additional coverage: _____

M. Coverage:

1. 100% parts furnished

2. 100% labor furnished

N. Body Corrosion Warranty in addition to 36-month warranty (specify years and miles and cost if offered)

O. Deductible:

If deductibles will apply, indicate what they are and how they are assessed:

P. All additional equipment on this vehicle shall have a 36-month warranty/

Q. Is an extended warranty available? If so, describe and state cost of each:

<u>Item</u>	<u>Warranty</u>	<u>Cost and Years or Months</u>
-------------	-----------------	---------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. **BRAND NAME OR EQUAL SPECIFICATION**

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Any offer that proposes equal quality, design, or performance will be considered if the product offered is identified in the bid (including sufficient technical information) and determined by Pierce County to be equal in all material respects to the brand name product referenced in the solicitation.

12. **DESCRIPTIVE LITERATURE**

All bidders must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. Failure to include this information may result in the bid being rejected.

13. **MANUALS**

Three (3) sets each of the parts book, operator's manual, video, CD (if available), and service manual shall be provided for each unit purchased by Pierce County. If multiple units are purchased, a TOTAL of only three (3) copies are needed.

If the vehicle is equipped with auxiliary equipment, three (3) sets each of the parts books, service manuals, and video (if available) shall be furnished with each system.

The manuals and schematics supplied shall provide complete and comprehensive information on all equipment, equipment components, and accessories as supplied to comply with this Specification. If changes, modifications, additions, or alterations of any kind are made on the equipment, the contractor shall provide blueprints, line drawings, and descriptive text sufficient to allow one of average skill in general mechanics to diagnose, repair, and maintain the equipment and all components.

On equipment assembled from manufactured components, the parts manuals shall show the manufacturer of each part and all cross referencing between the contractor and manufacturer.

Pierce County shall have the right to reproduce any material for Pierce County educational purposes only.

The books and manuals shall be delivered to Pierce County Equipment Services, Equipment Services Manager. **Delivery shall not be considered complete until the Equipment Services Manager is in receipt of the manuals.**

14. **TRAINING**

The vendor must expect to train operators (to the satisfaction of Pierce County) in the complete operation of the equipment. If the unit is a combination package, **all vendors associated with the unit must be present for their portions of training.** Vendors will assist Pierce County in the training of mechanics for the repair of this equipment and shall supply the County and/or mechanics with repair bulletins and/or manuals. Since Pierce County mechanics have basic skills, this training shall be more specifically applied to all special items on said equipment.

Training course outline, operator, and mechanical should be submitted with the bid for equipment of a specialized nature.

15. **NEW EQUIPMENT**

All equipment supplied pursuant to this Specification shall be new, unused, current production models equipped as described in the manufacturer's published literature and specification sheets. Any variation between the equipment bid, literature, and specification sheets shall be noted by the bidder on the submittals. The equipment specified herein shall be equipped with those items normally supplied in the stream of commerce. Any item(s) not specifically mentioned shall not be interpreted as not requested. Specifications are intended to set minimum levels of quality and/or suitability.

16. **PARTS AVAILABILITY**

Since the contiguous operation of Pierce County's equipment is important and sometimes of an emergency nature, the successful bidder must be in a position to render prompt parts support. The successful bidder shall maintain and/or has access to a parts inventory that can meet Pierce County's delivery requirements. Please state the estimated one-way mileage between 4812 196th St E Spanaway, WA 98387-6710 and the nearest **authorized parts supplier**. Pierce County will give favorable consideration to an authorized parts supplier closest to the above address. The parts inventory shall be of sufficient size and variety to offer a level of availability of 95% of all parts within two (2) working days after the date of the Pierce County order. The availability of normal wear items (for example: filters, belts, cutting edges, and hoses) shall not exceed one (1) working day.

Mileage from nearest authorized parts supplier: _____

The bidder shall provide a listing of a minimum of four (4) authorized parts suppliers. The listing shall include the company name, mailing address, telephone number, FAX number, as well as the name and job title of a contact person.

- 1. _____

- 2. _____

- 3. _____

- 4. _____

Submission of this bid shall constitute a guarantee by the bidder that a complete stock of replacement parts for the specified equipment is available.

17. **SERVICE**

Upon acceptance of a purchase order for the requested unit(s), the successful bidder agrees to the following **NO-COST** equipment service requirements:

- A. Must possess an established, **franchised** repair shop facility capable of accomplishing corrective action on any component failure.
- B. The equipment vendor or manufacturer must be capable of providing repair parts and supply support for a minimum period of 10 years after purchase of the unit(s) offered.

Note: Pierce County shall have the right to litigate for damages incurred as a result of

noncompliance with this requirement.

- C. The equipment vendor or manufacturer must initiate physical repairs on equipment failures within 48 consecutive hours after notification excluding weekends as well as state and federal holidays during the purchased equipment's warranty period. In the event any and all work is accomplished at the contractor location, the contractor shall be responsible for all transportation costs.
- D. Pierce County has the right to impose a noncompliance charge on the equipment vendor. Fees shall be the Pierce County daily rental rate and any operational costs incurred by Pierce County. Fees shall be imposed on the first day after the 48-hour notification period has terminated. Fees will continue until the contractor has initiated repairs.
- E. The equipment vendor and manufacturer must provide technical support and reasonable equipment modification at no cost to Pierce County for a period of 90 calendar days after Pierce County's acceptance of the purchased unit(s) to ensure the equipment is capable of performing to Pierce County's intended operational functions.

1. BIDDING REQUIREMENTS

1.1 USE AND COMPLETION OF COUNTY PROPOSAL SHEETS

A. Bidder's Proposal

Each Bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as bid) sheets. All bids must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The County cannot legally accept any proposal containing a substantial deviation from these Specifications.

C. Filling Out County Bid Forms

All proposals must be made upon blanks furnished by the Purchasing Department of Pierce County and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

1.2 CLARIFICATION OF PROPOSAL FOR BIDDER

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a written request to the Pierce County Purchasing Office for answer of his/her questions. Any interpretation of the Bid will be made by an Addendum duly issued and mailed or delivered to each prospective Bidder. Such addendum must be acknowledged (a) by signing and returning the addendum or (b) by letter. Such acknowledgement must be received by the County prior to the bid opening. Pierce County will not be responsible for any other explanation or interpretation of the bid documents.

1.3 BLANK

1.4 BID SECURITY (When specifically required by the Invitation to Bid)

Each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to the Pierce County Treasurer, or an approved Bid Bond, by a surety company authorized to do business in the State of Washington, for 5% of the total amount bid. The check or Bid Bond is security that the bidder will, if awarded the bid, enter into a contract with the County for this activity within the time set forth in these

requirements. Any bidder who refuses to enter into a Contract after it has been awarded to the Bidder will be in breach of the agreement to enter the Contract and the Bidder's certified or cashiers check or Bid Bond shall be forfeited.

If a Bid Bond is used, the 5% may be shown either in dollars and cents, or the Bid Bond may be filled in as follows, "5% of the total amount of the accompanying proposal".

Upon award and signing of the Contract the bid security will be returned if a check or will automatically expire if a Bid Bond. The bid securities of all other bidders will be processed in the same manner immediately upon the award of the Contract.

1.5 DELIVERY OF PROPOSALS TO PIERCE COUNTY

All bid proposals and documents must be delivered to the Clerk, Pierce County Council, 930 Tacoma Ave So, Room 1046, Tacoma, WA 98402-2176, in a sealed, properly addressed envelope with the name of the Bidder and bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. County offices are not open for special mail or other delivery on weekends and County holidays. Pierce County shall assume no responsibility for delay in U.S. mail service or for bids delivered to County offices other than the specified Council Office.

Telecopy bid proposals will be accepted by the County provided that the original signed bid proposal is mailed to the Chief Clerk and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the County's telecopy machine but must be sent to the Bidder's agent and delivered to the Chief Clerk in a sealed envelope, as stated above, before the time stated in the Bid.

Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

1.6 CONTRACTOR'S STATE REGISTRATION NO. (NOT APPLICABLE TO SUPPLY ONLY CONTRACTS)

Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid.

1.7 BID IS NONCOLLUSIVE

The Bidder represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

1.8 EVALUATION OF BID

A. Experience, Delivery Time and Responsibility

In the evaluation of otherwise responsive bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract, provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- IX. Compliance with all affirmative action requirements, minority business enterprise and women's business enterprise subcontracting and contracting requirements.

B. Insertions of Material Conflicting with Specifications

Only material inserted by the Bidder to meet requirements of the Specifications will be considered. Any other material inserted by the Bidder will be disregarded as being nonresponsive and may be grounds for rejection of the Bidder's Bid/Proposal.

C. Correction of Ambiguities and Obvious Errors

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern. Written prices will govern over

numeric prices.

1.9 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to the Chief Clerk, Pierce County Council Office. The notice may be submitted in person or by mail; however, it must be received by the County Council Office prior to the time for bid opening.

B. After Bid Opening

No bidder will be permitted to withdraw his/her Bid/Proposal after the time of bid opening, as set forth in the Invitation To Bid, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Bidder must submit written notice withdrawing his/her Bid to the Pierce County Purchasing Agent.

1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

1.11 TAXES

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Where applicable the County shall furnish a Federal Excise Tax Exemption certificate.

1.12 APPROVED EQUAL

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered provided the offeror specifies the brand, model and other data for comparison with their bid. Pierce County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

1.13 FAILURE TO SUBMIT BIDS

If the recipient of this Bid does not submit an offer for the goods or services requested, they shall return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified. Failure to do so may result in removal of the recipient's name from the bidders' mailing list.

1.14 APPROXIMATE QUANTITY REQUIREMENTS

The quantities listed are the County's current approximate requirements. Pierce County will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid.

1.15 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum.

1.16 DELIVERY

Quotation shall cover delivery F.O.B. Pierce County, Tacoma, Washington, (unless otherwise stated in this Invitation to Bid at the designated address set forth in the proposal given to each bidder).

1.17 AWARD

The County reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of the County.

2. CONTRACT REQUIREMENTS

2.1 AWARD OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offeror (lowest responsive bidder). Within 20 calendar days after the notice of proposed award, the apparent successful bidder shall return the signed contract or other specified award documents prepared by the County, insurance certification as required and any other pre-award information the County requires.

Until the County executes said contract or award/acceptance documents, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Invitation for Bids. Neither shall any work begin within the project limits or within the County furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency, and the Contractor is given written Notice To Proceed.

Pierce County is prohibited by RCW 39.06.010 from executing a contract with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Pierce County may require persons doing business with the County to possess a business license prior to award.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided. The County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Architect/Engineer as part of the County's pre-award information and evaluation activities.

2.2 CONTRACT RENEWAL PERIODS (When specifically allowed by the Invitation to Bid)

This proposed agreement shall remain in effect for a period of one year from and after its effective date and shall automatically be renewed on a year-to-year basis thereafter unless either party hereto serves notice upon the other party of its intention to cancel at least 30 days in advance of the termination of the first year, or during any yearly renewal thereof. Notice during each renewal term may occur at any time during the course of such term. Prices will be considered firm for at least the first 12 months of the contract. No change in services or prices will be allowed without written consent of both parties, pursuant to the following conditions:

"Prices will be subject to increase or decrease in the same proportion as changes occur in the vendor's certified costs, providing the vendor requests an adjustment from the Purchasing Department 30 days prior to the effective date. The written request shall be accompanied by written proof of said changes in cost to vendor and is subject to acceptance by the Purchasing Department. The County shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to the County."

Total contract period not to exceed 5 years.

2.3 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Preprinted portions of the Proposal pages prevail if they conflict with the General or Technical Provisions.
- b) Technical Provisions prevail if they are in conflict with the General Provisions.
- c) Unit prices will prevail when an error in extending total amounts occurs. In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Pierce County Purchasing Agent for determination. Failure to submit the discrepancy issue to the Purchasing Agent shall result in the Vendor's actions being at his/her own risk and expense.

2.4 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Vendor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Vendor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to Pierce County.

B. Inspector's Authority

The Inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Vendor may appeal to the Pierce County Purchasing Agent, whose decision shall be final.

The Contract shall be carried out under the general control of the representative of the particular Department administering the Contract, who may exercise such control over the conduct of the work

as may be necessary, in his or her opinion, to safeguard the interest of Pierce County. The Vendor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Vendor of his/her obligations or responsibilities under the Contract.

2.5 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

2.6 GUARANTEE

The supplier and/or manufacturer of the supplies, material and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the County. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item or equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee. The supplier hereby assigns to the County the contractor's right to enforce all manufacturer's warranties for materials or systems incorporated into the work, to the extent defects which are not corrected by the supplier under their guarantee. The supplier shall provide evidence of all manufacturers' warranties prior to acceptance.

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the County until the work or equipment is repaired or replaced by Vendor and accepted by the County. In addition, in the event less than ninety (90) days remain on the guarantee period (after deducting the period of suspension), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the County.

2.7 PIERCE COUNTY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

If the Vendor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

2.8 VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

2.9 PAYMENT

Payment discount periods of twenty (20) calendar days or more offered by the Contractor will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment, nor will the period of cash discount commence, until receipt of a properly completed invoice, all invoice items are received, and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment will not be considered late if the payment is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

2.10 WITHHOLDING PAYMENT

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

2.11 DEFENSE AND INDEMNITY AGREEMENT

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

2.12 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

2.13 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

2.14 PERMITS

The Vendor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by Pierce County. In the event a necessary permit is not obtained the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

2.15 FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

2.16 DISPUTES

A. General

Differences between the Vendor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Pierce County Purchasing Agent, shall be final and conclusive.

B. Notice of Potential Claims

The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or the County, or (2) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

2.17 FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The County reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the County.

2.18 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Vendor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673.

Notice to the Vendor for all purposes under this Agreement shall be given to the address reflected on the Invitation to Bid. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

2.19 SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

2.20 WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.21 SURVIVAL

The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of the Vendor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

- Taxes
- Guarantee
- Pierce County's Right to Terminate Contract
- Venue and Choice of Law
- Hold Harmless & Indemnity Agreement
- Waiver
- Future Non-Allocation of Funds

2.22 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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EXHIBIT "C"

CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Vendors are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Vendors are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98405. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.

1. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
2. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet. Submit this form with the bid (attached to bid form)
2. Professional and Technical Workforce Data Form: Each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract.

SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE

Check appropriate statement below:

- Our firm will perform all contracted scope of work tasks.
- Our firm will subcontract a portion of the work tasks. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name / Address / Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (Yes / No)
		\$	
		\$	
		\$	
		\$	

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

PERSONNEL WORKFORCE DATA FORM

Vendor Name: _____ Bid Title: _____

Address: _____

Phone No. _____ Email: _____

Type of Service Provided: _____

Contract Work Hours (if applicable) _____

CONTRACTOR'S AGGREGATE WORK FORCE –

if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	Total Employed		Total Minority		Native American		Asian		Black		Hispanic		Apprentice / Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other Classifications														
TOTALS:														