



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION

Office of State Procurement

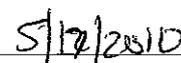
Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400

<http://www.ga.wa.gov>

Solicitation Amendment

IFB Reference #:	03410
Title:	Incident Response Vehicles
Amendment Number:	4
Date issued:	5/17/2010

The above referenced solicitation is amended as follows:

Purpose:	<p>The purpose of Amendment No. 4 is to;</p> <ol style="list-style-type: none"> 1) Extend the bid due date until Thursday, May 20, 2010 @ 2:00pm 2) Revise Section 5.1 and 4.2 (Part II) – Dealer Authorization: Bidder must possess a current vehicle dealer license issued pursuant to Chapter 46.70 RCW. and must be a factory authorized warranty service dealer for manufacturer(s) of vehicle bid. A current copy shall be provided upon request. <p style="text-align: center;"><u>This Amendment may be (not required) submitted with the bid.</u> <u>All other Terms, Conditions, and Specifications remain unchanged.</u></p>	
	Previously scheduled opening date and time	New opening date and time
	<u>May 18, 2010 2:00pm, PST</u>	<u>May 20, 2010 2:00pm, PST</u>
	Corinna Cooper 	5/17/2010 
	Signed (Procurement Coordinator)	Date signed
Bidder may complete the following and return with bid:		
Company:		
Authorized Representative:		

Signature

Date



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION

Office of State Procurement

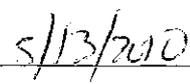
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<http://www.ga.wa.gov>

Solicitation Amendment

IFB Reference #:	03410
Title:	Incident Response Vehicles
Amendment Number:	3
Date issued:	5/13/2010

The above referenced solicitation is amended as follows:

Purpose:	<p>The purpose of Amendment No. 3 is to;</p> <p>1) Revise Section X. - Curbside Compartments, No. 1:</p> <p>“A Honda (EU 2000i) electric-start pull start, 2000 Watt, generator shall be supplied and installed in the front curbside vertical compartment on a, slide out tray. The tray will lock in the open and closed positions using a push button locking device.</p>	
	<p><u>This Amendment may be submitted with the bid.</u></p> <p><u>All other Terms, Conditions, and Specifications remain unchanged.</u></p>	
	Previously scheduled opening date and time	New opening date and time
	<u>May 18, 2010 2:00pm, PST</u>	Not Applicable
	Corinna Cooper  Signed (Procurement Coordinator)	5/13/2010  Date signed
Bidder may complete the following and return with bid:		
Company:		
Authorized Representative:		

Signature

Date





State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION

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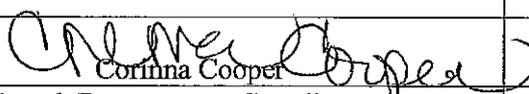
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Solicitation Amendment

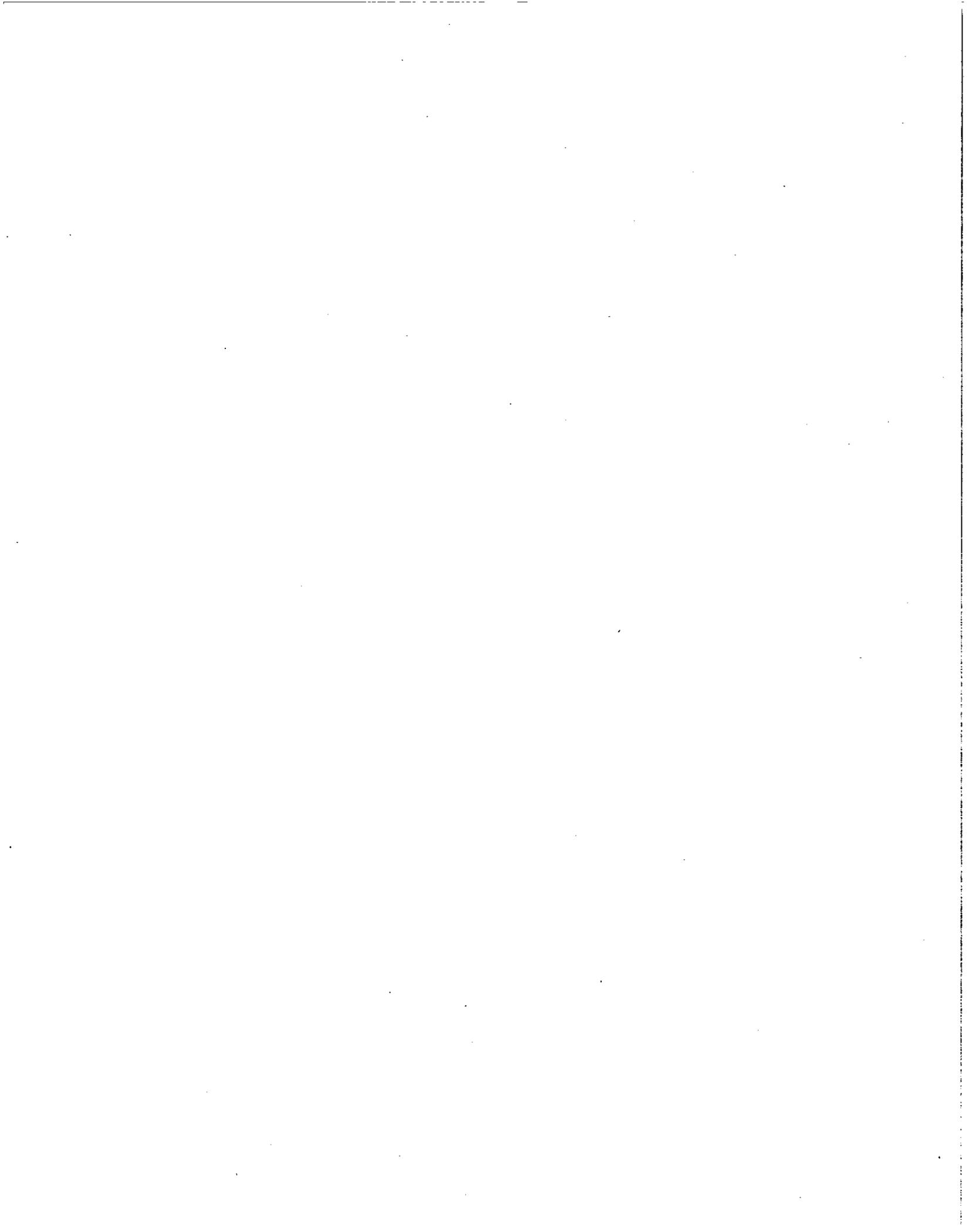
IFB Reference #:	03410
Title:	Incident Response Vehicles
Amendment Number:	2
Date issued:	5/11/2010

The above referenced solicitation is amended as follows:

Purpose:	The purpose of Amendment No. 2 is to;	
	1) Delete Line Item: XVIII. User Funded Additional Needs, No. 18, "Provide a Deduct for a WSDOT provided cab and chassis." <ul style="list-style-type: none"> Complete units will be purchased under this Contract. No deduct for the cab & chassis required. 	
	<u>This Amendment may be submitted with the bid.</u> <u>All other Terms, Conditions, and Specifications remain unchanged.</u>	
	Previously scheduled opening date and time	New opening date and time
	May 18, 2010 2:00pm, PST	Not Applicable
	 Corinna Cooper	5/11/2010
	Signed (Procurement Coordinator)	Date signed
	Bidder may complete the following and return with bid:	
	Company:	
	Authorized Representative:	

Signature

Date





State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION

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Solicitation Amendment

IFB Reference #:	03410
Title:	Incident Response Vehicles
Amendment Number:	1
Date issued:	5/5/2010

The above referenced solicitation is amended as follows:

Purpose:	<p>The purpose of Amendment No. 1 is to;</p> <ol style="list-style-type: none"> 1) Replace the solicitation document (03410b) in its entirety with 03410a1. All changes are highlighted in Red. This document <u>must</u> be submitted with the bid. 2) Extend the Bid Due Date to May 18, 2010. 3) Set-up an optional viewing of a current Incident Response Truck for: Tuesday, May 11, 2010 at 10:00am for <u>1 hour</u> only WSDOT 5720 Capitol Blvd. Tumwater, WA 98501 4) Revise the specifications from questions/comments raised at the pre-bid held on 5/4/2010 5) Add additional language for vehicle licensing requirements to Section -5.1 & Part II 4.2 - Dealer Authorization. 	
	<p><u>This Amendment must be submitted with the bid. All other Terms, Conditions, and Specifications remain unchanged.</u></p>	
	Previously scheduled opening date and time	New opening date and time
	May 11, 2010 2:00pm, PST	<u>May 18, 2010 2:00pm, PST</u>
	Corinna Cooper	5/5/2010
	Signed (Procurement Coordinator)	Date signed
Bidder <u>must</u> complete the following and return with bid:		
Company:		
Authorized Representative:		
Signature	Date	



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement
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INVITATION FOR BID (IFB)

Incident Response Trucks

AMENDMENT 1 REPLACES 03410b IN ITS ENTIRETY WITH 03410a1

Solicitation Number	Pre-bid Conference Date & Time	Bid due date and time
03410	May 4, 2010 @ 2:00PM	May 11, 2010 @ 2:00PM May 18, 2010 @ 2:00PM

Corinna Cooper
Contracts Specialist
Phone (360) 902-7440
Fax (360) 586-2426
E-mail: Cicoope@ga.wa.gov

To request this information in alternative formats call (360) 902-7400, or TDD (360) 664-3799.
<http://www.ga.wa.gov/webs/>

Bids must be received & stamped on or before the Bid due date and time at this location:

General Administration Building
210 11th Avenue SW, Rm. 201
Olympia WA 98504-1017

For a site map to the Capitol Campus, click <http://www.ga.wa.gov/images/Campus-Map.pdf>

Driving directions and parking information <http://www.ga.wa.gov/park/visitor.htm>

BIDDER'S AUTHORIZED OFFER
(*BID SIGNATURE PAGE*)
Incident Response Trucks IFB # 03410
 Issued by the State of Washington

Certifications and Assurances

We make the following certifications and assurances as a required element of the Response, to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting Contract.

1. The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single Bid or Proposal.
2. The attached Response is a firm offer for a period of 60 days following the Response Due Date specified in the IFB, and it may be accepted by the Purchasing Activity without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60 day period. In the case of protest, our Response will remain valid for 180 days or until the protest and any related court action is resolved, whichever is later.
3. In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.
5. We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Part II, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Part II of this solicitation.
6. We are **not** submitting proposed Contract exceptions (see Subsection 1.4, *Contract Requirements*).
7. The authorized signatory below acknowledges having read and understood the entire solicitation and agrees to comply with the terms and conditions of the solicitation in submitting and fulfilling the offer made in its Bid.
8. By submitting this Bid, Bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this solicitation.

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any contract awarded as a result of this solicitation.

Bidder Signature	Company Name
Title	Date

CHECKLIST

This checklist is provided for Bidder's convenience only and identifies the documents to be submitted with each Response. Any Response received without any one or more of these documents may be rejected as being non-responsive.

<i>(MINIMUM REQUIRED SUBMITTALS)</i>	
Signed Bidder's Authorized Offer	<input type="checkbox"/>
Signed Part II Model Contract	<input type="checkbox"/>
Bid Amendment(s) <i>(if applicable)</i>	<input type="checkbox"/>
Appendix D - Bidder Profile	<input type="checkbox"/>
Appendix E - Price Worksheets	<input type="checkbox"/>
Appendix F – Technical Requirements	<input type="checkbox"/>
Dealer Authorization <i>(if applicable)</i>	<input type="checkbox"/>
Descriptive Literature	<input type="checkbox"/>
Warranty Information	<input type="checkbox"/>

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1 SOLICITATION OVERVIEW

1.1 ACQUISITION AUTHORITY

The Washington State Department of General Administration (GA or Purchasing Activity) issues this Invitation for Bid (IFB) acting under the authority of its enabling legislation Revised Code of Washington (RCW) 43.19 which establishes GA and regulates the manner in which state agencies may acquire general goods and services.

1.2 STANDARD DEFINITIONS

See section Appendix C Standard Definitions

1.3 CONTRACT FORMATION

A Bid submitted in response to the Solicitation is an offer to contract with the Purchasing Activity. A Bid becomes a contract only when legally awarded and accepted in writing by the Purchasing Activity.

1.4 MODEL CONTRACT

A Model Contract has been included as Part II

To be Responsive, Bidders must indicate a willingness to enter into a Contract substantially the same as the Contract in Part II by signing the BIDDER'S AUTHORIZED OFFER.

Under no circumstances is a Bidder to submit their own standard contract terms and conditions as a Response to this solicitation. Instead, Bidder must review and identify the language in Part II that Bidder finds problematic, state the issue, and propose the language or contract modification Bidder is requesting. All of Bidder's exceptions to the contract terms and conditions in the Contract must be submitted within the Response, attached to the BIDDER'S AUTHORIZED OFFER. The Purchasing Activity expects the final Contract signed by the Successful Bidder to be substantially the same as the contract located in Part II.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The Successful Bidder will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Bidder fails to sign the Contract within the allotted ten (10) Business Days time frame, the Purchasing Activity may consider the Successful Bidder to be non-responsive and elect to cancel the award, and award the Contract to the next ranked Bidder, or cancel or reissue this solicitation (*see Subsection 1.7, Right to Cancel*). Bidder's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

1.5 SOLICITATION AMENDMENTS

Prior to submittal due date and time, the Purchasing Activity reserves the right to change portions of this IFB. Any changes or corrections will be by one or more written amendment(s), dated, attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the Procurement

Coordinator. If there is any conflict between amendments, or between an amendment and the IFB, whichever document was issued last in time shall be controlling. Only Bidders who have properly registered and downloaded the original solicitation directly via WEBS system will receive notification of amendments and other correspondence pertinent to the procurement.

1.6 INCORPORATION OF DOCUMENTS INTO CONTRACT

This Solicitation document, any subsequent Amendments and the Bidder's Response will be incorporated into the resulting Contract.

1.7 RIGHT TO CANCEL

The Purchasing Activity reserves the right to cancel or reissue all or part of this Solicitation at any time as allowed by law without obligation or liability.

1.8 IN-STATE PREFERENCE/RECIPROACITY

Pursuant to RCW 43.19.700, RCW 43.19.702, RCW 43.19.704 and WAC 236-48-085, the Department of General Administration has established a schedule of percentage increases to be added to Bids from Bidders in states that grant a preference to Contractors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at <http://www.ga.wa.gov/pca/recip.htm> and apply only to Bids received from those states listed.

The appropriate percentage will be added to each Bid or Proposal bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Bidders.

This action will be used only for analysis and award purposes. In no instances shall the increase be paid to a Bidder whose Bid is accepted and awarded a Contract.

1.9 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its Contracts by Minority and Woman Owned Business Enterprise (MWBE) firms either self-identified or certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by federal statutes, regulations, grants, or Contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as condition for receiving an award, and Bids and Proposals will not be evaluated, rejected or considered non-responsive on that basis.

Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the original Solicitation will apply. Bidders may contact Office of Minority and Woman Owned Business Enterprise (OMWBE) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to

prevent or discourage Bidders from inviting others from participation from non MWBE firms as well as MWBE firms.

Bidders who are MWBE or intend to use MWBE Subcontractors are encouraged to identify the participating firm on *Appendix D Bidder Profile*. See also section 6.5 of the Model Contract.

2 SUMMARY OF OPPORTUNITY

2.1 BACKGROUND

This is a replacement contract for Contract #03404 which expires on 5/16/2010. The Contract is used primarily by the Washington State Department of Transportation.

2.2 PURPOSE

The purpose of this solicitation is to establish a replacement Contract for the as needed purchase of Incident Response Trucks.

2.3 CONTRACT SCOPE

This Solicitation covers Incident Response Trucks, including the parts and accessories for the utility body. The resulting Contract will be used for the purchase of such vehicles primarily by the Washington State Department of Transportation (WSDOT).

See section 1.1 CONTRACT SCOPE of the Model Contract.

2.4 PURCHASERS

The primary purchaser on this Contract will be the Washington State Department of Transportation, however, all members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations may utilize this Contract. This Contract will also be available for use by Oregon's Department of Administrative Services Cooperative Purchasing Program (ORCPP).

See section 1.6 PURCHASERS of the Model Contract

2.5 CONTRACT TERM

The term of this Contract will be Two (2) years from the date of award, with the option to extend for additional Two (2) year terms. The total term may not exceed Six (6) years.

See section 1.5 CONTRACT TERM of the Model Contract

2.6 ESTIMATED USAGE

Based on projected usage, it is estimated that purchases over the initial term of the Contract may approximate \$400,000. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed only on an as needed basis.

The State of Washington does not represent or guarantee any minimum purchase.

See section 1.4 ESTIMATED USAGE of the Model Contract

2.7 AWARD

The intent is to make a single award and establish one (1) Statewide Contract for Incident Response Trucks. However, the Purchasing Activity, at its sole discretion, may choose to make multiple awards.

The Purchasing Activity reserves the right to award on an All or Nothing consolidated basis taking into consideration reduction in administrative costs as well as unit bid prices.

3 TIMELINE**3.1 PROCUREMENT SCHEDULE**

The dates listed below represent the projected procurement schedule. The Purchasing Activity reserves the right to change the schedule. Notification of amendments to the procurement schedule prior to bid opening, will be sent electronically to all properly registered users of the Department of General Administration's Washington Electronic Business Solution (WEBS) who downloaded this IFB from WEBS.

Changes to the Procurement Schedule after Bid Opening may be communicated to all bidders reflecting the change.

Projected Schedule of Events

Date	Time	Event
April 27, 2010		Issue Solicitation document (Available for download from www.ga.wa.gov/webs)
May 4, 2010	2:00 PM	Bidder Pre-Bid Conference see section 3.2 for location/directions, etc.
If Applicable		Amendment issued, if applicable (bidders should begin checking the website for any amendments)
May 14, 2010	2:00 PM	Bids Due
May 19, 2010		Evaluation begins
May 25, 2010		Anticipated award date

NOTE: Bid information, including price sheets, will not be available for public disclosure until after award of the contract consistent with RCW 43.19.1911(8). At bid due date and time, only the name of the Bidder and time of Bid receipt will be read aloud. After award, information regarding results of the solicitation may be obtained by contacting the Procurement Coordinator.

3.2 PRE-BID CONFERENCE

An optional pre-bid conference to address solicitation requirements will be held at the time and location indicated below. While attendance is not mandatory, Vendors are encouraged to attend and actively participate. If interpretations, specifications, or other changes to the solicitation are required as a result of the conference, the Procurement Coordinator will make amendments to the solicitation and provide those amendments by posting them on WEBS at www.ga.wa.gov/webs.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement with the Office of State Procurement (OSP). Contact the Procurement Coordinator identified on the face page of this Invitation For Bid.

Pre Bid Date:	May 4, 2010
Pre Bid Time:	2:00 PM
Pre Bid Location:	Department of General Administration Office of State Procurement 210 11 th Ave SW, Room 201, GA Building Olympia WA, 98504-1017

For a site map to the Capitol Campus, click <http://www.ga.wa.gov/images/Campus-Map.pdf>

Driving directions and parking information <http://www.ga.wa.gov/park/visitor.htm>

3.3 OPTIONAL VEHICLE INSPECTION

An optional viewing of a current Incident Response Vehicle will be held at the time and location indicated below. While attendance is not mandatory, Vendors are encouraged to attend and actively participate. Pictures or drawings will not be supplied to the Bidder(s).

Date:	May 11, 2010
Time:	10:00 AM (viewing for only 1 hour)
Location:	WSDOT 5720 Capitol Blvd. Tumwater, WA 98501 Truck will be inside large building as you enter Also, if a major traffic incident occurs the viewing may be limited or cancelled.

3.4 BID OPENING PROTOCOL

Only the name of the Bidder and the time of receipt are read aloud at the time of the Bid opening. The reading does not determine award of the contract, responsibility of the Bidder, or responsiveness of the Bid. Bidder attendance at Bid openings is not required.

3.5 CONTRACT INFORMATION AVAILABILITY AFTER AWARD

Upon award, written notification will be sent to all bidders. After award, information regarding results of the solicitation may be obtained by contacting the Procurement Coordinator.

Bidders may submit a public disclosure request to either schedule an appointment to review the procurement file or obtain specific documents.

3.6 PROTEST PROCEDURES

Protests shall be filed and resolved in accordance with Appendix A Protest Procedure.

4 INSTRUCTIONS TO BIDDERS

This section contains instructions for bidders regarding the preparation and submission of a bid.

4.1 AUTHORIZED COMMUNICATION

Upon release of this IFB, all Bidder communications concerning this solicitation must be directed to the Procurement Coordinator listed below. Unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the Purchasing Activity. Bidders should rely only on written statements issued by the Procurement Coordinator.

4.2 BIDDER COMMUNICATION RESPONSIBILITIES

Bidders will be responsible for communicating to the Procurement Coordinator any issues, exceptions, additions or omissions concerning the solicitation on or before the Bid due date and time. Where requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the Procurement Coordinator by the deadline for Bidder Questions, Comments, and Complaints consistent with section 3.1 Procurement Schedule. The solicitation process may continue. If changes result, written amendments will be made by the Procurement Coordinator and provided by posting them on WEBS as indicated above.

4.3 PETITION FOR EQUAL PRODUCT

Questions, concerning the specifications or line item exceptions must be communicated in writing at least five business days prior to the bid opening date. Additionally, any exceptions communicated are to be accompanied with a proposed alternative said to meet or exceed minimum mandatory specification requirements and include supporting documentation. The Procurement Coordinator will review the bidders' exceptions and supporting documentation in determining whether or not the proposed alternative will be acceptable. The decision as to whether or not the proposed alternative will be acceptable will be at the sole discretion of the Procurement Coordinator. If the proposed alternative is determined to be acceptable then it will be communicated via an amendment. Otherwise, any bid that does not conform to the minimum mandatory specification will be deemed non-responsive thus be ineligible for award. Only those bidders who propose a solution that meets or exceed the minimum mandatory specifications will receive further consideration.

4.4 BIDDER AUTHORIZED REPRESENTATIVE

Bidder must designate an Authorized Representative who will be the principal point of contact for the Purchasing Activity Contract Administrator for the duration of this IFB process. Bidder shall complete this section of Appendix D Bidder Profile.

4.5 WASHINGTON ELECTRONIC BUSINESS SOLUTION (WEBS)

Bidders are solely responsible for:

1. Properly registering with the Department of General Administration's WEBS at <http://www.ga.wa.gov/webs>.
2. Maintaining an accurate Vendor profile in WEBS
3. Downloading the solicitation consisting of the IFB with all attachments and exhibits related to the solicitation for which you are interested in bidding; downloading all current and subsequent amendments to the solicitation

To ensure receipt of all solicitation documents, the IFB for this solicitation must be downloaded from WEBS. Notification of amendments to the solicitation will only be provided to those Vendors who have registered with WEBS and have downloaded the IFB from WEBS. Failure to do so may result in a potential Bidder having incomplete, inaccurate, or otherwise inadequate information, or a Bidder submitting an incomplete, inaccurate, or otherwise inadequate Bid or Proposal. Bidders and potential bidders accept full responsibility and liability for failing to receive any amendments resulting from their failure to register with WEBS and download the IFB from WEBS, and hold the State of Washington harmless from all claims of injury or loss resulting from such failure.

4.6 PREPARATION OF BIDS OR PROPOSALS

Due date and time:

Original, signed (in ink), sealed Bids must be received as set forth in section 3.1 *PROCUREMENT SCHEDULE* at the specified location identified below on or before the specified date and time. Time of receipt will be determined by the official time stamp located at the Purchasing Activity. If a Bid is late or received at a location other than that specified it shall be rejected. In the event the official time clock is unavailable, the bid clerk may establish the official time and take reasonable steps to ensure the integrity of the Bid receipt is preserved.

Format:

The submittals for this solicitation shall consist of: **One (1) hard copy.** Hard copy Bids must be legible and completed in ink or with electronic printer or other similar office equipment, and properly signed by an authorized representative of the Bidder. All changes and/or erasures shall be initialed in ink. Unsigned Bids will be rejected on opening unless satisfactory evidence was submitted clearly establishing the Bidder's desire and intent to be bound by the Bid, such as a signed cover letter. Incomplete or illegible Bids and Proposals may be rejected.

Note: In a joint effort to save costs, reduce waste and produce energy savings, bidders are encouraged to use double-sided printing and recyclable materials. Bidders are highly encouraged to refrain from submitting Bids in 3-ring binders, spiral bindings, and/or other non-recyclable presentation folders.

Identification and Delivery:

To facilitate proper delivery and processing, Responses must be delivered in sealed envelopes, boxes or other method of containment. Sealed Bids should be clearly identified on the outside of the package with the following information to the Purchasing Activity at the address below:

<p><i>[Bidder's Address]</i> Solicitation Number 03410 <i>[Bid Due Date]</i> Corinna Cooper (Contracts Specialist)</p>	<p>Office of State Procurement 210 11th Ave. SW Olympia, WA 98504</p>
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4.7 **BIDDER RESPONSIVENESS**

Bidder must respond to each question/requirement contained in this IFB. Failure to comply with any applicable item may result in the Response being deemed non-responsive and disqualified.

The Purchasing Activity reserves the right to consider the actual level of Bidder's compliance with the requirements specified in this solicitation and to waive informalities in a Bid. An informality is an immaterial variation from the exact requirements of the competitive solicitation, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial to bidders.

4.8 **BIDDER PROFILE**

Bidder shall complete the Bidder Profile Information in Appendix D Bidder Profile.

4.9 **PAYMENT TERMS**

Bidders must indicate which Payment Terms will be offered in Appendix D Bidder Profile.

4.10 **BID PRICING**

Bid prices must include all cost components needed for the delivery of the product described in this Solicitation document. All costs associated with the product must be incorporated into the price of the Response to this IFB in Appendix E Price Worksheet.

Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

The State makes no volume commitment in this solicitation. The proposed pricing levels should reflect the market provided by the Contract resulting from this solicitation.

4.11 **REFERENCES**

References may be used to evaluate the bidder's history of performance and may be an award consideration on a pass fail basis. Bidder shall furnish minimum of three (3) references from different entities for which Bidder has performed or provided comparable, service, materials, supplies, or equipment similar in scope (i.e. size, volume, type) to this IFB, including entity [name, authorized individual, telephone, email, and facsimile]: Bidder shall complete the References portion of Appendix D Bidder Profile.

The Purchasing Activity will only attempt to make contact with a Bidder's provided references a maximum of three (3) times. If such contact cannot be established with any of the references provided, then those references with which contact cannot be established may be deemed non-responsive and no further attempts will be made to contact that particular reference. References giving negative feedback towards the bidder and states an

unwillingness to work with the bidder again, may be rejected and therefore fail the responsibility requirement.

The state reserves the right to solicit and substitute other references to determine the sufficiency of the Bidder's level of responsibility.

4.12 EQUIPMENT/PRODUCT DEMONSTRATION

Prior to a Contract award, and during the bid evaluation process, Bidder(s) may be required to demonstrate the performance capabilities of the equipment offered in their bid.

Performance demonstration(s) must be conducted within ~~fourteen (14)~~180 calendar days after notification that such demonstration(s) is required. Bidder(s) shall conduct all demonstration(s) within Washington State and are responsible for their costs associated with the demonstration(s).

4.13 WITHDRAWAL OR MODIFICATION OF BID

Bidders are liable for all errors or omissions contained in their Responses.

After Bid submittal but prior to Bid opening: The Bidder may modify or withdraw his/her Bid at any time prior to the due date and time set for Bid opening by providing a written request to the Procurement Coordinator from an authorized representative of the Bidder.

After Bid opening: No Bid shall be altered or amended. The Purchasing Activity may allow a Bid to be withdrawn if the Bidder demonstrates that the prices were miscalculated. A low Bidder, who claims error and fails to enter into a contract with the State of Washington, may not participate in bidding on the same commodity or service if the solicitation is subsequently reissued by the Purchasing Activity.

The Purchasing Activity reserves the right to contact Bidder for clarification of Response contents.

4.14 PROPRIETARY OR CONFIDENTIAL INFORMATION

All Bids and Proposals submitted become the property of the State of Washington and a matter of public record, after the contract has been executed.

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. The Purchasing Activity will not honor designations by the Bidder where pricing is marked proprietary or confidential. *See section 8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION of the Model Contract.*

5 BIDDER QUALIFICATIONS

5.1 DEALER AUTHORIZATION

The Bidder, if other than the manufacturer, shall provide upon request a current, dated, and signed authorization from the manufacturer that the Bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products.

Failure to comply with this request may result in Bid rejection. *See section 4.2 DEALER AUTHORIZATION of the Model Contract.*

Bidder must possess a current vehicle dealer license issued pursuant to Chapter 46.70 RCW and must be a factory authorized warranty service dealer for manufacturer(s) of vehicle bid. A current copy shall be provided upon request.

5.2 FEDERAL FUNDING

See related section 10.8 FEDERAL FUNDING of the Model Contract.

5.3 FEDERAL RESTRICTIONS ON LOBBYING

The Bidder must certify by signing and submitting the Bidder Authorized Offer page of this IFB with submission of its Bid, that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. *See related section 10.9 FEDERAL RESTRICTIONS ON LOBBYING of the Model Contract.*

5.4 FEDERAL DEBARMENT AND SUSPENSION

The Bidder certifies, by submission of this Bid / Proposal, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. *See related section 10.10 FEDERAL DEBARMENT AND SUSPENSION of the Model Contract.*

5.5 USE OF SUBCONTRACTORS

The Purchasing Activity will accept Responses that include third party involvement only if the Bidder submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Bidder must state whether Subcontractors are/are not being used.

If applicable, Bidder shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract: Bidder shall complete this section of Appendix D Bidder Profile.

The Purchasing Activity reserves the right to approve or reject any and all Subcontractors that Bidder proposes.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. Bidders should familiarize themselves with the requirements identified in *section 4.3 USE OF SUBCONTRACTORS of the Model Contract* prior to submitting a Response.

5.6 BIDDER TECHNICAL REQUIREMENTS

Respond to the following requirements per the instructions in *Appendix F Technical Requirements*.

5.7 WARRANTY REQUIREMENTS

Respond to the following requirements per the instruction in *Appendix F Technical Requirements*.

5.8 MERCURY CONTENT AND PREFERENCE

In accordance with Chapter 70.95M, the State of Washington gives priority and preference to the purchase of equipment, supplies, and other products that contain no mercury compounds or components, unless: (a) There is no economically feasible non mercury-added alternative that performs a similar function; or (b) the product containing mercury is designed to reduce electricity consumption by at least forty percent and there is no non mercury or lower mercury alternative available that saves the same or a greater amount of electricity as the exempted product. In circumstances where a product without mercury is not available, preference must be given to the purchase of products that contain the least amount of mercury added to the product necessary for the required performance.

Bidders shall offer mercury-free products when available. Should mercury-free products not exist, bidders shall offer products with the lowest mercury content available. Bidders shall disclose products that contain added mercury and attach an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the offered product.

The Bidder is to provide any existing technical data pertaining to mercury or a mercury compound intentionally added to the product. If the product does not contain mercury or a mercury compound, submit a written statement to that effect attached to bid.

6 SUCCESSFUL BIDDER RESPONSIBILITIES

6.1 NO COSTS OR CHARGES

Costs or charges under the proposed Contract incurred before the Contract is fully executed will be the sole responsibility of the Bidder.

6.2 POST AWARD CONFERENCE

See section 2.5 POST AWARD CONFERENCE of the Model Contract.

6.3 CONTRACT MANAGEMENT

See section 2.6 CONTRACT MANAGEMENT of the Model Contract

6.4 INSURANCE

The Successful Bidder is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Bidder or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. *See*

section 9.8 INSURANCE of the Model Contract for a complete description of the specific insurance requirements.

6.5 LIQUIDATED DAMAGES

The Purchaser has an immediate requirement for the materials, equipment or services specified herein. Bidders are urged to give very careful consideration to: the purchaser's delivery requirements and the manufacturer's production capabilities when establishing a delivery date(s); all product specifications. *See Appendix F Technical Requirements*

6.6 STATEWIDE VENDOR PAYMENT REGISTRATION

See section 2.8 STATEWIDE VENDOR PAYMENT REGISTRATION of the Model Contract

6.7 SALES & SUBCONTRACTOR REPORTS

See section 2.9 SALES & SUBCONTRACTOR REPORTS of the Model Contract.

6.8 OTHER REQUIRED REPORT(S)

See section 2.10 OTHER REQUIRED REPORT(S) of the Model Contract.

7 PRICING (COST FACTORS)

Respond to the following requirements per the instructions in *Appendix E Price Worksheet*.

7.1 PRICING

All pricing shall include the costs of bid preparation, servicing of accounts, and complying with all contractual requirements. *See Appendix E Price Worksheet.*

During contract period pricing shall remain firm and fixed for at least 180 calendar days after effective date of contract award.

7.2 NO BEST AND FINAL OFFER

The Purchasing Activity reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Bidder intends to offer.

7.3 PRICE SHEET

Bidders shall extend unit pricing as required. In the event of an error in the extension of prices, the unit price shall prevail. Prices shall include all associated costs (e.g. customs duties and brokerage or import fees, etc.).

Prices bid are in U.S dollars. Bidder must complete *Appendix E Price Worksheet*.

7.4 TRAINING

See Appendix F Technical Requirements.

7.5 PRICE ADJUSTMENTS

Contractor requests for adjustments in pricing will be considered at sole discretion of the Purchasing Activity and in accordance with *section 3.3 PRICE ADJUSTMENTS of the Model Contract*.

7.6 SHIPPING TERMS

All bidders are required to bid to the specified shipping terms provided in *See Appendix F Technical Requirements*. Failure to do so may result in the bid being rejected as non-responsive. This information may be used in bid evaluation.

7.7 PRESENTATION OF ALL COST COMPONENTS

All elements of recurring and non-recurring costs must be identified and included in *Appendix E Price Worksheet*. This must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to agency personnel, warranty work and maintenance of the Incident Response Trucks

8 EVALUATION AND AWARD

8.1 AWARD CRITERIA

In conjunction with RCW 43.19.1911, the award of this contract will be based upon bid responsiveness, bid specifications, prompt payment discount, the lowest cost to Washington State by item and other preferences and penalties required by law, within the Technical Requirements in Appendix F, at the sole discretion of the Contracts Specialist. Options provided will not be included in the bid evaluation.
<http://apps.leg.wa.gov/RCW/default.aspx?cite=43.19.1911>

Within in this bid, there is a set of specifications and subsequent pricing (to view the specifications, see Appendix F-Technical Requirements; and for pricing see Appendix E-Price Worksheets). The specifications and pricing will be based on the needs of the Washington State Department of Transportation (WSDOT) for Incident Response Trucks.

One award will be made to the bidder who has met all of the requirements of the IFB and is determined to be responsive, responsible and has the lowest total price for all line items. The Purchasing Activity reserves the right to select and enter into a Statewide Contract with a single bidder or multiple bidders as a result of this solicitation.

Subject to the provisions of RCW 43.19.1911 and Chapter 236-48 WAC, the Purchasing Activity reserves the right to: (1) Waive any informality; (2) Reject any or all Bids, or portions thereof;(3) Accept any portion of the items bid unless the Bidder stipulates all or nothing in their Bid; (4) Cancel a solicitation and re-solicit Bids; (5) Negotiate with the lowest Responsive and Responsible Bidder to determine if that Bid can be improved for the Purchaser; (6) Award on an all or none consolidated basis taking into consideration "lifecycle costs"; and (7) Award in aggregate when in the best interest of the state.

8.2 EVALUATION PROCESS

Responses will be reviewed initially by the Procurement Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified herein.

Responses meeting the Initial Determination of Responsiveness will then be reviewed on a pass/fail basis to determine if the Response meets the Solicitation requirements. Those Responses meeting all Solicitation requirements are further evaluated for award purposes.

The State reserves the right to determine at its sole discretion whether Bidder's Response to a Solicitation requirement is sufficient to pass. If, however, all responding Bidders fail to meet any single Solicitation item, the Purchasing Activity may cancel the Solicitation and reject all bids.

Responsiveness Evaluation:

Only Responses that pass the Initial Determination of Responsiveness review will be evaluated based on the requirements in this Solicitation.

Responsibility Evaluation:

Pursuant to RCW 43.19.1911 (9), in determining Bidder responsibility, the following elements shall be given consideration:

- a) The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- c) Whether the Bidder can perform the Contract within the time specified;
- d) The quality of performance of previous Contracts or services;
- e) The previous and existing compliance by the Bidder with laws relating to the Contract or services;
- f) Such other information as may be secured having a bearing on the decision to award the Contract:

During Response evaluation, the Purchasing Activity reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's Subcontractor's facilities. Failure to respond to said request(s) may result in Response being rejected as non-responsive.

Cost Evaluation:

Responses that are determined to be responsive and responsible will have costs evaluated.

8.3 SELECTION OF APPARENTLY SUCCESSFUL BIDDER

The Bidder whose bid is the most advantageous to the State will be declared the Apparent Successful Bidder. The Purchasing Activity may enter into Contract negotiations with the Apparent Successful Bidder.

Should Contract negotiations fail to be completed within 30 days after initiation, the Purchasing Activity may immediately cease Contract negotiations and declare the second

lowest Bidder the new Successful Bidder and enter into Contract negotiations with that Bidder. This process will continue until a contract is signed or no qualified Bidders remain.

8.4 NOTIFICATION OF APPARENTLY SUCCESSFUL BIDDER

All Bidders responding to this solicitation will be notified when the Purchasing Activity has determined the Successful Bidder. The date of announcement of the Successful Bidder will be the date of the notification from the Purchasing Activity.

APPENDIX A PROTEST PROCEDURE

PROTEST PRIOR TO AWARD:

PROTEST PRIOR TO AWARD CRITERIA:

Protests prior to Award will be considered only if the protest concerns:

1. the bid of another Bidder,
2. the specifications or
3. the manner in which the solicitation process has been conducted.

INITIATING THE PROTEST PROCESS:

The protesting Bidder must notify the State Procurement Coordinator in charge of the solicitation of his/her intent to file a protest as soon as possible after he/she becomes aware of the reason(s) for the protest. The protest(s) must be received in writing by the State Procurement Coordinator not later than five (5) business days after the Bidder's notification to the State Procurement Coordinator of the intent to protest.

If an Intent to Award is announced, any protest must be received in writing by the State Procurement Coordinator not later than five (5) business days after the announcement or as otherwise specified in the Solicitation document.

If a protest is not received within these time frames it will be untimely and the State Procurement Coordinator may proceed with the award without further obligation.

The Procurement Coordinator will consider all the facts available and issue a decision in writing within ten (10) business days after receipt of the protest, unless more time is needed.

If additional time is necessary the State Procurement Coordinator will notify the protesting Bidder and, where applicable, the Bidder(s) against whom the protest is made.

APPEAL OF PROTEST PRIOR TO AWARD DECISION:

The protesting Bidder or the Bidder against whom the protest is made has the right to appeal the decision of the State Procurement Coordinator to the GA Assistant Director in charge of the Office of State Procurement.

The appeal must be received by the GA Assistant Director within five (5) business days after notification of the State Procurement Coordinator's decision.

The GA Assistant Director will consider all of the facts available and issue a decision in writing within ten (10) business days after receipt of the appeal, unless more time is needed. The appealing Bidder will be notified if additional time is necessary.

Award of the contract will be postponed until after the GA Assistant Director has issued a decision unless an emergency exists necessitating the award of the contract as determined by the GA Assistant Director.

The decision of the GA Assistant Director on the protest appeal is final. The GA Assistant Director may issue further clarifications if determined necessary.

PROTEST AFTER AWARD:

PROTEST AFTER AWARD CRITERIA:

Protests after Award will be considered only if the protest concerns:

1. A matter which arises after the Award or
2. Could not reasonably have been known or discovered prior to Award.

INITIATING THE PROTEST PROCESS AFTER AWARD:

The protesting Bidder must notify both the State Procurement Coordinator in charge of the solicitation process and the Bidder that has received the Award that a protest of the Award is being made. This notification must be made as soon as possible after the Notice of Award is issued by an immediate communication method such as telephone or e-mail. The protesting Bidder must provide documentation demonstrating that they have notified the Bidder that has received the Award of their protest.

In addition to the above notification requirement, the written protest must be received by the GA Assistant Director in charge of the Office of State Procurement not later than five (5) business days after Notice of Award is issued by the Office of State Procurement.

The GA Assistant Director will:

Issue a decision on the protest within ten (10) business days after the protest was received, unless more time is needed.

The protesting Bidder and the Bidder who has received the Award shall be notified of any delay in issuing the GA Assistant Director's decision if more time is needed.

The decision of the GA Assistant Director is final if the award is upheld. The GA Assistant Director may subsequently issue further clarifications, if necessary.

If the GA Assistant Director finds that the protest should be upheld and the Award canceled, all Bidders, including the protesting Bidder and the Bidder who received the Award, will be notified of the intent to cancel the Award and the reasons therefore.

AWARDED BIDDER APPEAL PROCESS

The Bidder who has received the Award has five (5) business days after receipt of notification of the intent to cancel the award in which to appeal the decision to the Director of General Administration. Copies of the Bidder's appeal must also be sent to the GA Assistant Director and the State Procurement Coordinator responsible for the solicitation.

The Director of General Administration or designee will:

Issue a decision

- a. to both the appealing Bidder and the original protesting Bidder
- b. within ten (10) business days after receipt of the appeal, unless more time is needed
 - i. If more time is needed to issue a decision, all Bidders, including the appealing Bidder and the original protesting Bidder, will be notified.

DECISION FINAL

The appeal decision of the Director of General Administration is final. The Director of General Administration may subsequently issue further clarifications if necessary,

APPEAL UPHELD AND CONTRACT AWARD UPHELD

If the Director of General Administration upholds the appeal and upholds the contract as awarded, the State Procurement Coordinator will notify all Bidders of the decision.

APPEAL DENIED AND AWARD CANCELED

If the Director of General Administration upholds the decision of the GA Assistant Director the Office of State Procurement will proceed with cancellation of the award.

If the award is cancelled, the Assistant director of GA may reject all bids, quotes or proposals pursuant to RCW 43.1911(4) and solicit new bids, quotes or proposals.

If the Assistant director of GA does not decide to reject all bids, an award will be made to the next lowest responsive and responsible Bidder.

PROTEST AND APPEALS – FORM AND SUBSTANCE

All protests and appeals must:

1. be in writing,
2. signed by the protesting or appealing Bidder or an authorized agent
3. delivered within the time frame(s) outlined herein
4. addressed to that individual within the Office of State Procurement or General Administration assigned review responsibilities as specified above

The protesting or appealing Bidder must:

1. state all facts and arguments on which the protesting or appealing Bidder is relying as the basis for its action
2. attach any relevant exhibits related, or referred to in the written protest or appeal
3. mail, fax or deliver copies of all protests, appeals, and exhibits to the Bidder or Bidders against whom the protest is made at the same time such protest, appeal, and exhibits are submitted to the Office of State Procurement or General Administration.

03410a1, Incident Response Trucks

COMMUNICATION DURING PROTESTS AND APPEALS

All communications relative to a solicitation that is being protested or appealed must be coordinated through that person conducting the official review for the Office of State Procurement or General Administration

PART II THE MODEL CONTRACT

State of Washington
Department of General Administration
Office of State Procurement (OSP)



Contract 03410
Incident Response Trucks
For Purchases of Materials, Supplies, Services, and Equipment
Under the Authority of
Chapter 43.19 RCW

1 OVERVIEW

1.1 CONTRACT SCOPE

This Contract is established for the as needed purchase of Incident Response Trucks.

1.2 CONTRACT SCOPE AND MODIFICATIONS

The Purchasing Activity reserves the right to modify this Contract by mutual agreement between the Purchasing Activity and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

1.3 RECITALS

The State of Washington, acting by and through the Department of General Administration, Office of State Procurement issued an Invitation for Bid dated April 27, 2010 for the purpose of purchasing Incident Response Trucks in accordance with its authority under Chapter 43.19 RCW.

1.4 ESTIMATED USAGE

Based on past and/or projected usage, it is estimated that purchases over the initial term of the Contract may approximate \$400,000. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed only on an as needed basis.

The State of Washington does not represent or guarantee any minimum purchase.

1.5 CONTRACT TERM

The initial term of this contract is Two (2) years from date of award with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the Purchasing Activity and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent extensions, shall not exceed Six (6) years unless an emergency exists and/or special circumstances require a partial term extension. The state reserves the right to extend with all or some of the contractors, solely determined by the state.

1.6 PURCHASERS

General Use

The resulting Contract is primarily used by the Washington State Department of Transportation, however, all members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations may utilize this Contract. This Contract will also be available for use by Oregon's Department of Administrative Services Cooperative Purchasing Program (ORCPP).

While use of the Contract by Political Subdivisions and Non-Profit Corporations that are members of the WSPC and ORCPP members is optional, the Office of State Procurement

encourages them to use state Contracts. Their use of the Contracts may significantly increase the purchase volume. Their orders are subject to the same Contract terms, conditions and pricing as state agencies. The Office of State Procurement accepts no responsibility for orders or payment by WSPC members.

A list of WSPC members is available at <https://fortress.wa.gov/ga/apps/coop/Default.aspx>.

A list of current authorized ORCPP members is available at:

<http://www.oregon.gov/DAS/PFSS/SPO/docs/orcpp-member-list.pdf>

Purchases by Nonprofit Corporations

Legislation allows nonprofit corporations to participate in State Contracts for purchases administered by the Office of State Procurement (OSP). By mutual agreement with OSP, the Contractor may sell goods or services at Contract pricing awarded under this IFB and resulting Contract to self certified nonprofit corporations. Such organizations purchasing under the State Contract shall do so only to the extent they retain eligibility and comply with other Contract and statutory provisions. The Contractor may make reasonable inquiry of credit worthiness prior to accepting orders or delivering goods or services on Contract. The State accepts no responsibility for payments by nonprofit corporations. Their use of the Contracts may significantly increase the purchase volume. Their orders are subject to the same Contract terms, conditions and pricing as state agencies.

2 CONTRACT ADMINISTRATION

2.1 PURCHASING ACTIVITY CONTRACT ADMINISTRATOR

The Purchasing Activity shall appoint a single point of contact that will be the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. The Contract Administrator will be the principal contact for Contractor concerning business activities under this Contract. The Purchasing Activity will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.

2.2 ADMINISTRATION OF CONTRACT

GA will maintain Contract information and pricing and make it available on the GA web site. The Contract prices are the maximum price the Contractor can charge. The Contractor may also offer volume discounts to Purchasers.

2.3 CONTRACT PRODUCT CHANGES

A Contractor may propose a revision to its offerings to reflect changed Products appropriate to the scope of the Contract, and may propose such new Products with associated prices to the GA Contract Administrator for approval. Contract Administrator has the sole discretion in approval of addition of revised offerings and pricing. New or changed Products proposed by Contractor must meet the requirements established in this solicitation document or subsequent revisions. If approved by GA, the new Products will be added to the Contract by written amendment.

2.4 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;
2. Identify the Contractor's Representative, who will be the principal point of contact for the Purchasing Activity Contract Administrator concerning Contractor's performance under this Contract.
3. Immediately notify the Contract Administrator in writing of any change of the designated Contractor's Representative assigned to this Contract; and
4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.

Be bound by all written communications given to or received from the Contractor's Representative.

2.5 POST AWARD CONFERENCE

The contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

2.6 CONTRACT MANAGEMENT

Upon award of this contract, the contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Promote and market the use of this contract to all authorized contract Purchasers.
3. Ensure that those who endeavor to utilize this contract are authorized Purchasers under this Contract.
4. At no additional charge, assist Purchasers in the following manner to make the most cost effective, value based, purchases including, but not limited to:
 - a) Visiting the Purchaser site and providing Purchaser with materials/supplies/equipment recommendations.
 - b) Providing Purchasers with a detailed list of contract items including current contract pricing and part numbers.
5. The contractor shall designate a customer service representative who will be responsible for addressing Purchaser issues including, but not limited to:
 - a) Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
 - b) Providing Purchasers with regular and timely status updates in the event of an order or repair fulfillment delay.

6. Acting as the lead and liaison between the manufacturer and Purchaser in resolving warranty claims for contract items purchased.

2.7 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Contract Administrator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

2.8 STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to <http://www.ofm.wa.gov/isd/vendors.asp> the form has two parts; Part 1 is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

2.9 SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Sales and Subcontractor Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

2.10 OTHER REQUIRED REPORT(S)

All reports required under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, part number, per unit quantities sold, contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

2.11 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the Contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of General Administration. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

3 PRICING

3.1 PRICE PROTECTION

During the contract period, any price declines at the manufacturer's level or cost reductions to contractor shall be reflected in a reduction of the contract price retroactive to the date the price decline or cost reduction was available to the contractor.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately notify the Procurement Coordinator and amend this contract to provide similar benefits and pricing to the contract Purchasers if the pricing agreements with other customers offer similar usage quantities and similar conditions impacting pricing. Such notification shall include relevant provisions and details of the pricing agreements or contracts necessary to enable the Purchasing Activity to fully evaluate the greater benefits or lower pricing provided under those agreements or contracts. In addition to contractor amending this contract to reflect the greater benefits or lower pricing provided in other pricing agreements or contracts, contractor shall apply the related greater benefits or lower pricing retroactively to the date of such pricing agreements or contracts for all purchases under this contract.

3.2 NO ADDITIONAL CHARGES

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

3.3 PRICE ADJUSTMENTS

Contractor requests for adjustments in pricing will be considered at sole discretion of the Purchasing Activity. During Contract period pricing shall remain firm and fixed for at least 180 calendar days after effective date of Contract and then on a pass through basis only that does not produce a higher profit margin for Contractor than that established by the original Contract pricing.

Contractors shall not make extensions contingent on price adjustments.

Price Increases will not be considered without supporting documentation sufficient to justify the requested increase. A minimum of 45 calendar days advance written notice of price increase is required accompanied by sufficient documentation to justify the requested increase. Documentation must be based on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after Contract commencement date. Contractor shall provide a detailed breakdown of their costs upon request. The grant of any price adjustment will be at the sole discretion of the Purchasing Activity and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original Contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the Purchasing Activity, and such price adjustment shall be set forth in a written amendment to the

Contract. Price adjustments granted by the Purchasing Activity shall remain unchanged for at least 180 calendar days thereafter, and no request for adjustments in price will be considered during that time period.

Exception: Contractor may submit request for price review in the case of governmental mandatory regulation pertaining to vehicle modification that would impact Contract pricing. Contractor is to provide all documents showing that such modifications are only pass through for cost of modifications.

4 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the Purchasing Activity, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

4.2 DEALER AUTHORIZATION

The Contractor, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the Contractor is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer's authorization may result in Contract cancellation.

Bidder must possess a current vehicle dealer license issued pursuant to Chapter 46.70 RCW and must be a factory authorized warranty service dealer for manufacturer(s) of vehicle bid. A current copy shall be provided upon request.

4.3 USE OF SUBCONTRACTORS

In accordance with IFB requirements, Contractor agrees to take complete responsibility for all actions of such Subcontractors.

Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The Purchasing Activity reserves the right to approve or reject any and all Subcontractors that identified by the contractor. Any Subcontractors not listed in the Bidder's Response, who are engaged by the Contractor, must be pre-approved, in writing, by the Purchasing Activity.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW.

4.4 SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

4.5 CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established State Contracts.

4.6 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

4.7 MERCURY CONTENT AND PREFERENCE

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The Contractor is to provide any existing technical data pertaining to the addition of mercury or a mercury compound intentionally added to the product. If the product does not contain mercury or a mercury compound, Contractor shall submit a written statement to that effect. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

See Appendix F Technical Requirements.

5.2 STANDARD OF QUALITY/CONSISTENCY OVER TERM OF CONTRACT

If, in the sole judgment of the Purchasing Activity or the Purchaser, any item is determined not to be an equal, the Purchaser may take any or all of the following actions:

1. the product may be returned at Contractor's expense;
2. the contract may be terminated without any liability to the State of Washington or Purchaser

5.3 SHIPPING AND RISK OF LOSS

See Appendix F Technical Requirements.

5.4 DELIVERY

See Appendix F Technical Requirements.

5.5 SITE SECURITY

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

5.6 INSPECTION AND REJECTION

The Purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.7 STANDARD OF PERFORMANCE AND ACCEPTANCE TESTING

See Appendix F Technical Requirements.

5.8 TITLE TO PRODUCT

See Appendix F Technical Requirements.

5.9 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchasing Activity and/or Purchaser shall remain in the Purchasing Activity and/or Purchaser, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Purchaser upon delivery of such property by the Contractor and Acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.
2. Any property of the Purchasing Activity and/or Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchasing Activity and/or Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchasing Activity and/or Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchasing Activity and/or Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchasing Activity and/or Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchasing Activity and/or Purchaser all property of the Purchasing Activity and/or Purchaser prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

5.10 HAZARDOUS MATERIALS

“Right to know” legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment. Implementing Chapter 296-839 WAC requires that all manufacturers and distributors of hazardous substances, including any of the items listed in this Contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that

OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

6 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Purchaser.

Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated Contract Number; the Contractor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW, if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant 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. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
5. Other factors identified in WAC 458-20.

Department of Revenue Registration for Out-of-State Contractors:

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's

sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

Customs/Brokerage Fees:

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or Contract. Neither the Purchasing Activity nor the Purchaser will incur additional costs related to Contractor's payment of such fees.

Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

6.5 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) PARTICIPATION

With each invoice for payment and within thirty (30) days of Purchasers request, Contractor shall provide Purchaser an *Affidavit of Amounts Paid*. The *Affidavit of Amounts Paid* shall either state that Contractor still maintains its MWBE certification, or state that its Subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE Subcontractor under this Contract. Contractor shall maintain records supporting the *Affidavit of Amounts Paid* in accordance with this Contract's **Retention of Records** section.

6.6 OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

6.7 AUDITS

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

7 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to Purchasing Activity, or any of Purchasing Activity's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

7.3 PRODUCT WARRANTY

See Appendix F Technical Requirements.

7.4 MANUFACTURER AUTHORIZED WARRANTY REPAIR PROOF OF CERTIFICATION/AUTHORIZATION

Contractor shall also provide documentation demonstrating the qualification of each facility to perform service and repairs including at least the following:

A letter signed by an authorized representative of the manufacturer certifying that each facility listed is an authorized service and repair facility for materials, supplies, or equipment; and

Manufacturer authorized service must be available in to any geographic area covered in this solicitation

7.5 WARRANTIES

See Appendix F Technical Requirements.

7.6 COST OF REMEDY

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

7.7 EQUIPMENT MAINTENANCE

See Appendix F Technical Requirements.

7.8 TRAINING

See Appendix F Technical Requirements.

8 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Contract Administrator.

8.2 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the Purchasing Activity shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the Purchasing Activity will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the Purchasing Activity will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the Purchasing Activity retains Contractor's information in the Purchasing Activity records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

8.4 NON-ENDORSEMENT AND PUBLICITY

Neither the Purchasing Activity nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the Purchasing Activity, any Purchaser or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the Purchasing Activity.

8.5 OWNERSHIP/RIGHTS IN DATA

Purchaser and Contractor agree that all data and work products (collectively called "Work Product") produced pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and shall be owned by Purchaser. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs,

plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a work made for hire under applicable law, Contractor assigns and transfers to Purchaser the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

Contractor shall execute all documents and perform such other proper acts as Purchaser may deem necessary to secure for Purchaser the rights pursuant to this section.

Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Contract, but that does not originate there from ("Preexisting Material"), shall be transferred to Purchaser with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. Contractor shall exert all reasonable effort to advise Purchaser at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this Contract. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract. Purchaser shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

8.6 PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or

otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA, then at Purchaser's request, Contractor agrees to execute Purchaser's business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Purchaser for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

9 GENERAL PROVISIONS

9.1 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.2 SEVERABILITY

Severability: If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

9.3 SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Ownership/Rights in Data; Contractor's Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Retention of Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputes; and Limitation of Liability shall survive the termination of this Contract.

9.4 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

9.5 GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937, RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts

(except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

9.6 IMMUNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

9.7 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.8 INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain

Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

Business Auto Policy (BAP):

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Insurance Provisions:

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The State of Washington and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy(ies) Cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Surplus Lines:

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy (ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy (is) and Certificates of Insurance shall include the affected Contract reference number.

Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC .

Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Limit Adjustments:

The state reserves the right to increase or decrease limits as appropriate.

9.9 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or

penalties on behalf of its employees as may be required by law, the Purchasing Activity may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

9.10 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

9.11 OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless Purchasing Activity and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

9.12 ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the State of Washington any and all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

9.13 WAIVER

Failure or delay of the Purchasing Activity or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the Purchasing Activity's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Purchasing Activity or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

10 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between the Purchasing Activity or the Purchaser and Contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this Contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. Purchasing Activity and/or Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between Purchasing Activity or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Purchasing Activity, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

When it in the best interest of the state, the Purchasing Activity may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor's Representative. Contractor shall resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor's Representative with written notice of such demand.

10.3 FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay 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.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

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 likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment 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 Purchasing Activity reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the State.

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

10.6 LIQUIDATED DAMAGES

See Appendix F Technical Requirements.

10.7 LIMITATION OF LIABILITY

The parties agree that neither Contractor, Purchasing Activity nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor, the Purchasing Activity nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the Purchasing Activity or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the Purchasing Activity or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the Purchasing Activity or the Purchaser, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

10.8 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

10.9 FEDERAL RESTRICTIONS ON LOBBYING

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.10 FEDERAL DEBARMENT AND SUSPENSION

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11 CONTRACT TERMINATION

11.1 MATERIAL BREACH

A Contractor may be Terminated for Cause by the Purchasing Activity, at the sole discretion of the Contract Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE:

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the Purchasing Activity may issue a written cure notice. The Contractor may have a period of time in which to cure. The Purchasing Activity is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the Purchasing Activity. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affects any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the Purchasing Activity may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future Solicitations or other opportunities;
6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the Purchasing Activity shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the Purchasing Activity and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the Purchasing Activity, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days or other appropriate time period written notice beginning on the second day after mailing to the Contractor. If this Contract is so

terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and Accepted by the Purchaser prior to the effective date of Contract termination. Neither the Purchasing Activity nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the Purchasing Activity when it is in the best interest of the State of Washington.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the Purchasing Activity and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the Purchasing Activity may terminate this Contract, in whole or in part, by seven (7) calendar days or other appropriate time period written notice to Contractor.

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, Purchasing Activity may terminate this Contract by seven (7) calendar days or other appropriate time period written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchasing Activity and/or Purchaser agrees to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit Purchasing Activity to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

11.7 TERMINATION FOR CONFLICT OF INTEREST

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

11.8 TERMINATION BY MUTUAL AGREEMENT

The Purchasing Activity and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the Purchasing Activity terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the Purchasing Activity and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the Purchasing Activity and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the contract had been completed, would have been required to be furnished to the Purchaser;

7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Purchasing Activity and/or the Purchaser has or may acquire an interest.

12 CONTRACT EXECUTION

12.1 PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Department of General Administration, Office of State Procurement, an agency of Washington State government ("Purchasing Activity" or "State") located at 210 11th Ave. SW, Room 201, Olympia, WA 98504, and [Contractor] a [corporation/sole proprietor or other business form] licensed to conduct business in the state of Washington ("Contractor"), located at [Contractor address] for the purpose of providing Incident Response Trucks.

12.2 ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the Purchasing Activity and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

1. The Purchasing Activity's Solicitation document 03410 with all attachments and exhibits, and all amendments thereto
2. Contractor's response to the Solicitation 03410 dated [date];

The terms and conditions contained on Purchaser's Order Documents, if used; and

All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product to the Purchaser.

Order of Precedence

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington statutes and regulations
2. Mutually agreed written amendments to this Contract
3. This Contract, Number 03410
4. The Purchasing Activity's Solicitation document with all attachments and exhibits, and all amendments thereto
5. Contractor's response to the Solicitation
6. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:	To Purchasing Activity at:
<i>[Contractor]</i>	State of Washington Department of General Administration Office of State Procurement
Attn: <i>[Contractor's Representative]</i>	Attn: Corinna Cooper
<i>[Contractor address]</i>	210 11 th Ave SW Room 201 Olympia, WA 98504
Phone:	Phone: 360-902-7440
Fax:	Fax: 360-586-2426
E-mail:	E-mail: clcoope@ga.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or Purchasing Activity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and Purchasing Activity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

12.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the Purchasing Activity or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

12.6 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

12.7 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this _____ day of _____, 2010.

Approved	Approved
State of Washington Department of General Administration Office of State Procurement	[Contractor]
Signature	Signature
Print or Type Name Date	Print or Type Name Date
Title	Title

APPENDIX B MODEL STATEMENT OF WORK-NOT APPLICABLE**APPENDIX C STANDARD DEFINITIONS**

This section contains definitions of terms commonly used in Solicitations conducted by the State of Washington, Office of State Procurement. Additional definitions may also be found in Chapter 43.19 RCW and WAC 236-48-003, and all terms contained herein will be read consistently with those definitions.

Acceptance	The materials, supplies, services, and/or equipment have passed appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.
Agency	Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature.
All or Nothing	<p>The result of a competitive Solicitation that requires that a Contract be executed with a single Bidder for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation</p> <p>A method of award resulting from a competitive Solicitation by which the Purchasing Activity will award the resulting Contract to a single Bidder.</p> <p>Also, a designation the Bidder may use in its Bid or Response to indicate its offer is contingent upon full award and it will not accept a partial award.</p>

Alternate	A substitute offer of materials, supplies, services and/or equipment that is not at least a functional Equal in features, performance and use and which materially deviates from one or more of the specifications in a competitive Solicitation.
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the Purchasing Activity, at its sole discretion.
Authorized Representative	An individual designated by the Bidder or Contractor to act on its behalf and with the authority to legally bind the Bidder or Contractor concerning the terms and conditions set forth in Solicitation, Bid and Contract documents.
Bid	A sealed written offer to perform a Contract to provide materials, supplies, services, and/or equipment in reply to an Invitation For Bid (IFB).
Bidder	A Vendor who submits a Bid or Proposal in reply to a Solicitation.
Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.
Contract	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the Purchasing Activity. The primary contact for the Purchasing Activity with Purchasers and Contractor on a specific Contract.
Contractor	Individual, company, corporation, firm, or combination thereof with whom the Purchasing Activity develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.
Estimated Useful Life	The estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.

Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.
Invitation For Bid (IFB)	The form utilized to solicit Bids in the formal, sealed Bid procedure and any amendments thereto issued in writing by the Purchasing Activity. Specifications and qualifications are clearly defined.
Lead Time/After Receipt Of Order (ARO)	The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or services order.
Life Cycle Cost	The total cost of an item to the state over its Estimated Useful Life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.
Office Of State Procurement	The Purchasing Activity within the Washington Department of General Administration, Services Division authorized under Chapter 43.19 RCW to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Order Document	A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of the Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Purchaser and the Contractor.
Procurement Coordinator	The individual authorized by the Purchasing Activity who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies,

	services, and/or equipment under the resulting Contract.
Purchasing Activity	The Office of State Procurement or an Agency authorized by law to conduct acquisition of materials, supplies, services, and/or equipment or delegated that authority by the Office of State Procurement.
Recycled Material	Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.
Recycled Content Product	A product containing recycled material.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid procedure and any amendments thereto issued in writing by the Purchasing Activity. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required , including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal
Solicitation	The process of notifying prospective Bidders that the Purchasing Activity desires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP), along with all attachments and exhibits thereto.
State	The State of Washington acting by and through the Purchasing Activity.

<p>State Contract</p>	<p>The written document memorializing the agreement between the successful Bidder and the Purchasing Activity for materials, supplies, services, and/or equipment and/or administered by the Office of State Procurement on behalf of the State of Washington.</p> <p>“State Contract” does not include the following:</p> <ul style="list-style-type: none"> • Colleges and universities that choose to purchase under <u>RCW 28B.10.029</u> • Purchases made in accordance with state purchasing policy under <u>Washington Purchasing Manual Part 6.11 Best Buy Program</u>; • Purchases made pursuant to authority granted or delegated under <u>RCW 43.19.190(2) or (3)</u> • Purchases authorized as an emergency purchase under <u>RCW 43.19.200(2)</u>; or • Purchases made pursuant to other statutes granting the Agency authority to independently conduct purchases of materials, supplies, services, or equipment.
<p>Subcontractor</p>	<p>A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the Purchasing Activity.</p>
<p>Vendor</p>	<p>A provider of materials, supplies, services, and/or equipment.</p>
<p>Washington’s Electronic Business Solution (WEBS)</p>	<p>The Vendor registration and Bidder notification system maintained by the Washington State Department of General Administration located at: www.ga.wa.gov/webs.</p>

APPENDIX D BIDDER PROFILE

COMPANY INFORMATION

Bidder to provide the following information:

1. Federal Tax Identification number:	
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2. WA State Department of Revenue Registration Tax number	
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3. Company Internet URL Address (if available):	
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4. Company Mailing Addresses	
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5. Orders to be sent to:	
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6. Billing will be from	
-------------------------	--

7. Payment to be sent to	
--------------------------	--

RECIPROCITY

Firms bidding from California only: Is your firm currently certified as a small business under California Code, Title 2, Section 1896.12? Yes No

REFERENCES

Provide a minimum of three (3) public sector or private references for which Bidder has delivered goods and/or services similar in scope as describe in the IFB.

1) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

2) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

3) Agency/Company Name:	
Address:	
Contact Person:	
Telephone:	
Product Provided /Approx. Dollar Cost	

SUBCONTRACTORS:

Identify any Subcontractors who will perform services in fulfillment of Contract requirements; the nature of services to be performed including the dollar value of percentage of business, and include federal tax identification (TIN) number for each Subcontractor.

Name/Address/Contact/Phone:	T.I.N.:	Brief description of the nature of Service Provided (e.g. testing, sampling, pick-up, etc) including dollar value or percentage of business:

SALES & ORDERING INFORMATION

Bidder shall complete the following information and return with bid response.

1. Sales Representative

Sales Representative(s): Indicate below the contact information and specific territories covered:			
Name:		Name:	
Telephone:		Telephone:	
Toll Free No.		Toll Free No.	
Mobile Phone		Mobile Phone	
Territory		Territory	
Fax:		Fax:	
Email:		Email:	

2. Payment Term: Prompt Payment Discount _____ % 30 days. Note: Prompt payment discount periods equal to (or greater than) 30 calendar days will receive consideration and bid pricing will be reduced (for evaluation purposes only) by the amount of that discount(s).

3. Purchasing (Credit) Cards accepted: Yes No
 (Washington State Purchasing card is VISA) If yes, please list cards accepted:
 Visa Master Card American Express Discover Other _____

4. Does prompt payment discount apply if P-Card is used? Yes No

5. Volume Discount: Identify volume discount(s), please indicate the discount _____ % or \$ _____ and when it applies:

6. Standard Lead Time after receipt of order (ARO) is _____ calendar days

Additional Units can be delivered in:

- A. 2 or more units _____ Calendar Days ARO
- B. 3 or more units _____ Calendar Days ARO
- C. 4 or more units _____ Calendar Days ARO
- D. 5 or more units _____ Calendar Days ARO

7. Pricing Components: To better estimate market fluctuations and influences with regard to the product(s) being bid, bidders are to identify the percent breakdown for the following:

Contracted Products: _____ %
 Delivery Costs: _____ %
 Overhead: _____ %
Total: _____ 100%

Note: The Successful Bidder(s) may be required to provide a more detailed breakdown and supporting documentation to validate.

03410a1, Incident Response Trucks

8. For Cost analysis purposes, please indicate the percent savings that your bid pricing represents compared the price other agencies would pay without the benefit of a State Contract:

Bid Discounts offered by your firm average _____% lower than (please check one):

- a. _____ Price that would be obtained through an individual agency bid
- b. _____ Manufacture's current suggested retail price _____

Other, please specify _____

APPENDIX E PRICE WORKSHEET

Req. Item	Comm. Code	Description	Qty	Unit	Unit Price	Total Price	
1.	2320	Incident Response Trucks Refer to Appendix F - Specification Requirements <i>For Product Bid State:</i> <i>Mfg.:</i> _____ <i>Brand/Model:</i> _____	3	EA	\$	\$	
Total						\$	
Prompt Payment Discount: (offered for 30 days or greater will be included in price of evaluation)						___%	___ Days
Total						\$	
Additional Prompt Payment Discount: (offered for less than 30 days will not be included in price of evaluation)						___%	___ Days

Other: Provide additional options that may be available for this item in accordance with Appendix F – Technical Requirements. Options provided will not be evaluated. The State reserves the right to approve, delete or negotiate pricing on any/all options.

- a. _____ \$ _____
- b. _____ \$ _____
- c. _____ \$ _____
- d. _____ \$ _____
- e. _____ \$ _____
- f. _____ \$ _____

APPENDIX F TECHNICAL REQUIREMENTS

F.1. SHIPPING TERMS

Terms of Sale	Responsibility for Freight Cost and Transit Risk
<i>F.O.B. Destination, freight prepaid and included</i>	<i>Seller - Pays freight charges Seller - Bears freight charges Seller - Owns goods in transit Seller - Files claims (if any)</i>

F.2. VEHICLE & EQUIPMENT BIDDING REQUIREMENTS FOR WSDOT

Acceptance of Terms:

Acceptance of the Purchase Order/Field Order by the Contractor for any equipment purchased pursuant to this bid/Contract constitutes acceptance of, and agreement with, all of the general and specific provisions, requirements, stipulations and equipment specification(s) described in this bid/Contract.

Equipment offered for this Contract must be new (unused) and a current production model that require no manufacturer or dealership modifications. Units may be sold, prepared, and delivered to WSDOT, or its designated agent, by a dealer who is factory franchised for the specific makes and models of equipment offered.

Specification Clarification and Change:

Clarification for any item in these specifications may be obtained from the Office of State Procurement (OSP)

Equipment Demonstration:

Prior to a Contract award, and during the bid evaluation process, Bidder(s) may be required to demonstrate the performance capabilities of the equipment offered in their bid.

Performance demonstration(s) must be conducted within ~~fourteen (14)~~ 180 calendar days after notification that such demonstration(s) is required. Bidder(s) shall conduct all demonstration(s) within Washington State and are responsible for their costs associated with the demonstration(s).

The Bidder(s) will coordinate with the Contracts Specialist listed on the front of the solicitation and with WSDOT, Equipment Administration Office at (360) 705-7882/7884 to establish the location, date and time of the performance demonstration(s).

Delivery; and Acceptance:

WSDOT will require the successful Contractor to provide the "Supplier Confirmation of Specification Compliance" at time of delivery. The form is attached at the end of these bidding requirements. Suppliers are responsible for ensuring that all equipment purchased, pursuant to this Contract, complies with all of the requirements and specifications listed in the Contract.

Supplier(s) shall provide the following documents for review at time of delivery for each item.

1. The manufacturer's line production sheet stating the equipment serial numbers and listing all of the equipment's components;
2. Completed Invoice;
3. Supplier Confirmation of Specification Compliance;
4. The Manufacturer's Statement of Origin (MSO);
5. Axle weight slips (for all units with axles), and;
6. A completed Washington State title application showing both the legal and registered owner as; Washington State Department of Transportation, 7345 Linderson Way S.W., Tumwater WA 98501. The mailing address is P.O. Box 47357, Olympia WA, 98504. Out of state Supplier(s) may Contract WSDOT, Equipment Administration Office at (360) 705-7882/7884 to obtain a Washington State title application.

When the unit is ready for final delivery, it may be delivered to WSDOT facilities (as specified on the Contract and or equipment order) between the hours of 7:00 am and 3:00 pm, Monday through Friday. Deliveries shall not be made during other hours, on weekends or on legally recognized state and federal holidays.

Suppliers must notify WSDOT at the phone number listed on the Contract or the equipment order, twenty-four (24) hours prior to equipment delivery. This is to ensure that a WSDOT employee is available to sign and date the bill of lading (or other type delivery document), and receive the above mention documents, and to indicate WSDOT has accepted delivery of the equipment.

WSDOT will not accept any kind of responsibility for equipment that has been delivered to or left at a WSDOT facility, unless a WSDOT employee has signed and dated the bill of lading or other delivery document indicating WSDOT has accepted delivery of the equipment.

Supplier shall be solely liable for any equipment damages that occurred prior to WSDOT accepting delivery of the equipment.

Supplier Shall Meet the Delivery Terms of this Contract:

WSDOT strives to place new equipment into service prior to the high use season for which the equipment is being purchased. For example, snow and ice equipment must be in-service by October and mowing equipment must be in-service by March. It is essential that the equipment pass compliance inspections, be delivered, and processed for payment within the fiscal year for which the equipment is funded

Should the Contractor fail to timely deliver the equipment, for whatever reason, in compliance with the Contract or equipment order delivery date, liquidated damages will be assessed. The amount of liquidated damages will be calculated by using WSDOT's established Equipment Rental Rate Schedule that is in effect as of the date of the Contract or equipment order. Liquidated damages will be assessed at the established **per day** if WSDOT actually has to rent has to rent equipment. Equipment rental rate for each late delivery day, not to exceed ten percent of the equipment's purchase price. This assessment represents a reasonable forecast of WSDOT's actual damages for having to rent replacement equipment. WSDOT shall deduct the liquidated damages for late delivery from Contractor's invoice.

Should the Supplier become aware, in advance of an equipment delivery date, that the Supplier will be unable to meet the Contract delivery date; the Supplier may make a written request to the Department of General Administration, Office of State Procurement (OSP) for a Contract change order modifying the equipment delivery date.

Warranty Services and Performance:

Equipment suppliers must provide technical support and reasonable equipment modifications for a period of 90 calendar days after the date the equipment is reported in service per manufacturer and/or factory warranty requirements. This is to ensure that the purchased equipment is capable of performing the specified operational functions.

Bidders/Suppliers must include, as part of the bid, the factory and/or manufacturer's one year warranty, which shall cover 100% parts and labor for the entire unit offered. This warranty must be honored by all authorized factory and/or manufacturer's dealerships.

Supplier shall be liable for all costs associated with warranty repair(s), including, but not limited to, materials, parts, labor, and transport of equipment that are disabled due to the failure of the equipment during the warranty period.

Warranty coverage will not commence until the date the completed equipment is placed into service as reported by WSDOT pursuant to the warranty requirements, or 30 days after final payment for the equipment, whichever occurs first.

The equipment Bidder/Supplier must be capable of and will be liable for providing repair parts and supply support for a period of ten (10) years after the delivery date of the equipment.

During the warranty period Supplier must begin physical repairs on equipment failures within 72 hours after WSDOT has notified the Supplier of an equipment failure. Should the Supplier fail to begin equipment repairs within 72 hours after notification, WSDOT may elect (based on operational requirements) to make the warranty repairs. Should WSDOT elect to make such warranty repairs, the Supplier agrees to fully reimburse WSDOT for all parts, materials, labor, shipping and travel costs incurred by WSDOT for such warranty repairs. WSDOT shall provide Supplier with a detailed invoice, and Supplier agrees to remit payment to the WSDOT within thirty days (30) after receipt of the invoice.

During warranty period the Supplier may, upon notification of a warranty failure, authorize WSDOT equipment repair technicians to make warranty repairs when it advantages to WSDOT

and the Supplier. The Supplier shall reimburse WSDOT for all costs associated with the warranty repair.

Training:

Equipment Supplier shall provide on-site instructor(s) to conduct eight hours of operator training per unit delivered and eight hours of repair technician training per unit delivered. During the eight hour training period, the length and number of training session(s) required may vary based on the equipment's complexity and personnel experience levels. Training session(s) may be less than eight hours should the WSDOT on-site supervisor or Equipment Training Manager determines that all personnel have completed training and the Supplier's training obligation has been fulfilled. The training session(s) shall include, but not be limited to, the below listed items.

1. Operator training will be designed to familiarize personnel with the controls, safety features, operating characteristics and operator checks and services.
2. Operator training may include teaching operators shifting, acceleration, and braking techniques to maximize operational effectiveness of the unit's power train configuration for equipment so configured.
3. All training shall be scheduled and coordinated with the ship to addressee.
Coordination will include dates, times, location, number of students per session, number of sessions required, facilities and training equipment and material.

Qualified individuals shall conduct training sessions. "Qualified" means that the trainer must have a high level of knowledge and experience relating to the type of equipment offered or purchased:

1. Person(s) conducting the operator training session(s) must have a minimum of one year of experience in actually operating the unit for which training is being conducted or a factory/manufacture certified trainer.
2. Person(s) conducting repair technician training session(s) must have at least one year of experience in the performance of preventive maintenance and repair on the unit for which the training is being conducted or a factory/manufacture certified trainer.

An on-site WSDOT supervisor or the Equipment Training Manager will evaluate training sessions; who shall determine whether or not the training was adequate. If the training is deemed inadequate, the Supplier agrees to conduct additional training sessions, at no cost to the WSDOT, to the satisfaction of the WSDOT.

<u>WSDOT Supplier Specification Confirmation</u>	<u>Supplier Initials and Date</u>
The supplier will ensure all of the annotated items listed below are inspected prior to delivery.	
<ul style="list-style-type: none"> Supplier is 100 % compliant with the bid specification(s) per the contract. 	
<ul style="list-style-type: none"> The unit is clean inside/outside upon delivery to WSDOT 	
<ul style="list-style-type: none"> All required documentation as per the WSDOT and OSP bidding requirements are presented at time of delivery. Example: 	
1.MSO	
2.Title Application	
3.Axle weight slip (if required)	
4.Supplier Confirmation of Specification Compliance (this form)	
5. Invoice	
<ul style="list-style-type: none"> All safety equipment is provided and in proper working condition. (Lights, reflectors, seatbelts, etc.) 	
<ul style="list-style-type: none"> All required publications are brought with the unit upon delivery. 	
<ul style="list-style-type: none"> Workmanship Issues 	
a) All hoses and wiring are protected from damage.	
b) All fluid levels have been checked and are at the manufacturer's suggested levels.	
c) All components are in proper working condition.	
d) Welds are consistent and without cracks	
e) No runs, cracks or chips in the paint.	
Printed Vendor Name _____	
Vendor Signature _____	Date _____

Incident Response Truck

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
I. General:		
1. This specification intends to describe the Department of Transportation's requirements for a highway Incident Response Vehicle		
II. Cab and Chassis:		
1. The chassis shall be a 4X4 heavy duty extended cab, 16,000 GVWR with dual rear wheels and tires.		
2. A 6-liter or greater Diesel engine, with electronic overdrive automatic transmission and a 4:10 to 1 differential.		
3. Manufacturer installed engine and transmission oil coolers.		
4. Four wheel power ABS disc brakes.		
5. HD shocks, Front & Rear Stabilizers, and a class III Tow Package.		
6. Electric Intermittent windshield wipers with washer capability.		
7. Dual cloth covered bucket seats with fold down armrest.		
8. Black rubber floor mats.		
9. A standard AM/FM radio w/clock.		
10. Power Steering		
11. Power Door Locks		
12. Power Windows		
13. A 140+ Amp. Alternator.		
14. Dual 750CCA batteries mounted in the engine compartment.		
15. The manufacturer's standard gauge package.		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
16. The maximum fuel capacity for the truck model.		
17. Factory-installed air conditioning.		
18. All season mud and snow radial tires matching truck GVWR with a speed rating of 70 MPH or greater.		
19. A full size matching spare tire and wheel.		
20. Left and right extendable and breakaway external rear view mirrors with electrical defrost and remote adjust		
21. A formed black bug deflector mounted on the trucks hood.		
22. Shall be equipped with running boards extending from the rear of the front fender well to the service body.		
23. All exterior windows shall be tinted safety glass.		
III. Cab Control Console:		
1. Shall be equipped with a control console for all radios annotated in this specification.		
2. The forward portion of the console (Radio mounting locations) will be angled upward to enhance radio visibility for the operator.		
3. The console shall have a removable top to accommodate maintenance of the internal components.		
4. Shall have a writing surface and storage compartment: measuring 9"x11" to include a hinged door for the storage compartment. The writing surface shall be located as far forward as possible.		
5. Shall have four (4) 12-volt auxiliary power receptacles mounted on the forward end of the console and accessible		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
to the operator.		
6. Shall have a (Little-lite L5/18) map light mounted on the front edge of the console and to the left of center.		
7. For those units with an installed arrow board, the controller shall be mounted on the right front of the console and angled toward the operator.		
8. Shall have a 12 Volt road flare dispenser mounted between the driver's seat and the control console. The top of the dispenser will be level with the driver's seat cushion.		
9. A twelve (12)-road flare-holding bracket shall be mounted in such a manor, that it will allow the operator to obtain flares while driving.		
10. The console shall have permanently labeled and lighted rocker panel switches.		
11. The rocker panel switches shall be International part number 1677051C1. Below are the console-mounted switches and how they will be labeled. The location of each switch shall start at the upper left and proceed from left to right then down.		
Top Row		
a. Front and rear amber flasher		
b. Side red flasher		
c. Red rear flasher		
d. Front grill alt. flasher		
e. Light Bar (Two Switches)		
1. Take Down		
2. Rotating		
a. Wig Wag Headlights		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
3. Second Row		
a. Left Alley		
b. Left Flood		
c. Right Flood		
d. Right Alley		
e. Arrow Board indicator Light (Red is board movement/Green is in the raised position. / No indicator when in stowed position.		
f. Rear Camera.		
g. Rear Work Lights		
IV. Radio Installation:		
1. The successful bidder shall provide and professionally install all wiring, for the following radios and their speakers. The radios described in "a" and "b" will be supplied by WSDOT.		
a. High Band Radio.		
b. E.F. Johnson Radio.		
c. CB Radio (Uniden PRO0510XL)		
2. At the main fuse panel, there shall be a labeled, dedicated, and <i>fused</i> , 15-amp constant duty circuit for the EFJ Radio. This circuit shall run directly from a battery power source. At the same location, there shall be a labeled 3 amp <i>fused</i> circuit. This circuit shall be switched at the ignition switch, and shall operate in the run or accessory positions.		
a. Connected to the 15 amp EFJ circuit shall be a power wire with the same connectors, gauge, and length of the EFJ Part# 023-9750. These wires shall be labeled EFJ Radio, and terminate at the radio.		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
<p>b. Connected to the 3-amp EFJ circuit shall be a sense wire, with the same connectors, gauge, and length of the EFJ Part # 023-9750-011. These wires shall be labeled EFJ Radio and terminate at the radio</p>		
<p>3. The CB radio and wiring shall be supplied by the successful bidder and shall be a Uniden PRO0510XL. These wires shall be fused and labeled CB Radio and terminate at the radio.</p>		
<p>4. Vendor will supply a fused and labeled wiring harness for the high band radio with the wire terminating at the radio mounting location.</p>		
<p><i>Note: WSDOT may temporarily loan its radios to the successful bidder to aid in determining measurements for proper fit.</i></p>		
<p>5. Each radio shall have a dedicated functional speaker. The speakers shall be professionally mounted in the cab directly below the rear window.</p>		
<p>6. Three Larson NMO-K-DS-FME radio antenna bases with protective caps shall be provided and installed on the upper portion of the service body.</p>		
<p>7. The antenna cables shall extend to the control console and have 12 inches of excess cable.</p>		
<p>8. Shall be equipped with three microphone clips that will be installed on the left side of the control console.</p>		
<p>V. Camera System:</p>		
<p>1. The unit shall have a rear view color camera.</p>		
<p>2. The camera shall be mounted at the rear of the service body, and centered above the rear doors.</p>		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
3. Shall have a color monitor (<u>At Least 6 inches in width</u>) installed in the cab for viewing by the operator while driving. Supplier shall not use the computer mount.		
4. The monitor shall be mounted directly below the arrow board controller and angled towards the operator.		
5. The camera system will be activated by a switch mounted on the console with or without the ignition on.		
6. Shall have work lights mounted on the rear of the service body, at upper left and right corners to provide lighting for the camera system. Lights shall be operated from the cab control console via switch with the ignition off and when the unit is in reverse.		
VI. <u>Front Push Bumper:</u>		
1. The truck shall have a front push bumper installed that is capable of pushing vehicles or objects weighing up to 15,000 pounds.		
2. The bumper must wrap around the front of the truck.		
3. The bumper surface shall be, completely finished with a ½ -inch seamless Black Teflon (Not Painted) material. Additionally; all mounting bolts will be recessed into the bumper then covered with a rosette.		
4. The bumper shall be 14 inches above the ground and shall not extend past the bottom of the grill with an overall height not to exceed 34 inches.		
5. The bumper will be vented to ensure the chassis engine receives the proper amount of airflow during operation.		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
6. The bumper shall include a 1-¾-inch OD schedule 80 tube running full width, and elevated 12 inches from the top of the bumper. The tube shall follow the contour of the bumper and shall include five vertical supports constructed from the same 1-¾ inch material.		
7. Shall have one (Safe-t Connect-t Starting Kit) Part No. 394017003 jumper terminals installed on the upper right corner of the front bumper. These terminals shall not interfere with pushing functions.		
8. All front bumper steel shall be painted black.		
VII. Emergency Lighting:		
1. Shall be equipped with a LED light bar, without PA system.		
2. The light bar shall be mounted on the front of the service body and four inches above the chassis cab.		
3. The forward top portion of the service body roof shall be equipped with a cab controlled 360-degree rotate able and amiable spot light.		
4. Shall have a PA system, and siren located under the hood and as close to the front grill as possible Shall have a PA system, and siren located under the hood or in a location that will accommodate the chassis. The systems must have to ability to be heard by the motoring public (Suggest 100 dba).		
5. Shall have two, fixed, 6-inch, red LED flashing lights, mounted on each upper side corners of the service body.		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
6. Shall have two -fixed 6-inch amber LED flashing lights mounted on the upper front and rear of the service body.		
7. Shall have two -fixed 6-inch red LED flashing lights mounted on the upper rear of the service body and above the two amber lights.		
8. The left and right side of the body shall be equipped with a Fire Research Model LT540, 500 watt 120 volt extendible floodlight.		
9. The floodlights shall be mounted on each front corner of the service body and shall receive their power from the Honda generator.		
10. The unit shall be equipped with a LED arrow board. The arrow board will raise and lower using an electric worm gear Dayton actuator with cab controls.		
11. The arrow board shall be mounted on top of, and at the rear of the service body.		
12. When the board is in the lowered position, it shall not extend beyond the service body.		
13. The service body shall be reinforced at the arrow board mounting points.		
14. The arrow board mounting structure will ensure vibration is reduced, and will have the strength to allow the sign to be in the raised position while driving at 35 MPH		
15. When the arrow board is in the lowered position the light pockets shall face downward and shall have a lowered height of 6 to 8 inches.		
16. Shall be equipped with two (2) four inch red alternating, LED flashing lights mounted above the front bumper. The lights shall be located on the center two		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
bumper support struts and evenly spaced.		
17. Shall have a wig wag headlight lighting system		
VIII. Service Body:		
1. The service body shall be a Reading PA60-1086DW or equal.		
2. All body compartment and seams shall be fully seam welded.		
3. The body shall be equipped with an exhaust fan with the ability to constantly run when the ignition is on. The fan will be covered with a Max Air Vent cover.		
4. The interior of the body shall be vented or heated to prevent moisture from developing.		
5. The entire perimeter of the sub-floor shall be completely welded creating a watertight environment.		
IX. Compartments:		
1. All vertical compartment doors shall open out and to the front, and shall be equipped with a spring type-locking device.		
2. The horizontal doors shall be bottom hinged and equipped with chain stops. The chain stops will not interfere with the operation of the doors.		
3. All door chain stops shall have full-length rubber protective sleeves.		
4. All compartment and rear door handles shall be "D" ring twist.		
5. A drain hole shall be provided in all exterior compartment bottoms. The drain shall be equipped with a self-draining plug.		
6. All compartment floors shall be lined with a quality grade rubber mat.		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
7. A Vista-Track lighting system shall be installed in all outside compartments and shall be activated by a door jamb switch,		
8. All service body door locks shall have CH 501 lock cylinders		
9. All key s shall be oriented with the teeth facing up.		
10. All compartment shelving shall have a 200-pound capacity.		
X. <u>Curbside Compartments:</u>		
1. A Honda electric start, 2000 Watt, generator shall be supplied and installed in the front curbside vertical compartment on a, slide out tray. The tray will lock in the open and closed positions using a push button locking device.		
2. The generator compartment shall have adjustable shelving above the generator.		
3. The generator compartment shall be vented to accommodate the engine exhaust. The exhaust fumes shall not enter the service body or the chassis cab.		
4. The Honda generator shall have the ability to run at maximum capacity with the compartment door closed without damage to the generator.		
5. The curbside horizontal compartment shall be equipped with a full-length adjustable height shelf.		
6. The curbside rear compartment shall be equipped with a 12 volt Fill Rite 18 GPM fuel transfer pump system providing loading and off-loading of the on-board storage tank and transferring fuel between vehicles.		
7. The pump shall be mounted in the upper one third of the compartment leaving the		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
lower two thirds for hose storage.		
8. The fuel transfer pump system shall have the ball valve(s) necessary to provide the following operations.		
a. The ball valve handles will be color coded as follows Suction (Blue) Discharge (White)		
b. Bumper suction to storage tank.		
c. Bumper suction to bumper discharge.		
d. Storage tank to bumper discharge.		
9. The fittings at the rear bumper shall be permanently labeled with the color code for each function		
10. The unit shall be equipped with one (1) loose 12 foot suction hose and one (1) loose 12 foot return hose with quick disconnect fittings on both ends, and one quick disconnect discharge nozzle. Each hose will be color coded for each function (Suction, Discharge)		
11. One rubber pick-up hose with a clear canister type filter and connections for use with (10) above to load or transfer fuel.		
12. Shall have suction and return lines plumbed from the pump to the 100 gal. fuel storage tank.		
13. All hydraulic hoses and fittings will be one inch.		
14. These lines shall not run on the interior of the service body.		
15. The lines shall be protected with split loom and protected from chafing when running through or around any metal objects.		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
16. The unit shall have grounding and bonding system installed.		
17. Shall have an Ametek model 700-50R grounding reel mounted on the left side of the rear bumper.		
18. The Ametek reel shall be grounded to the chassis frame, using a braided steel-grounding strap.		
19. Shall have a Lab Safety SPQD 00173544 or equal grounding coil with clamps for truck to truck bonding.		
XI. Street side Compartment:		
1. The streetside front and rear vertical compartments shall be outfitted with adjustable shelving running full height.		
2. The streetside horizontal compartment shall be equipped with a full-length adjustable shelf.		
XII. Rear Exterior Access Doors:		
1. The rear doors shall be the manufacturers standard and be weather tight.		
2. The rear doors shall use gas struts to keep the doors in the open position.		
3. The rear entrance doors shall have an interior and exterior handle.		
XIII. Interior Service Body Configuration:		
1. The interior roof shall be equipped with three, (3) equally spaced, incandescent 6 inch round lights.		
2. The lights shall have dual switching capability.		
a. Door jam switch		
b. Shall have a right rear, interior wall-mounted three-way switch, which will work in conjunction with the		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
door jam switch.		
3. There shall be a 100 gal. Aluminum fuel storage tank located in the front of the service body and mounted to the floor.		
4. The fuel storage tank shall be plumbed to the fuel transfer pump system.		
5. The fuel storage tank shall run full width of the service body and shall be vented to the outside.		
6. The fuel storage tank shall be equipped with a sight gauge mounted on the center of the tank, and shall be visible from the rear of the truck. Additionally; the sight gauge shall be protected with an expanded metal cage.		
7. Mounted two inches above the fuel tank, shall be a full width, 500 pound, 24 inch deep shelf. The shelf shall have a two-inch lip, on the outer edge to prevent items from falling onto the service body floor.		
8. Located on the curbside interior floor shall be twelve (12) 5-inch square aluminum (Honey Comb) sign pockets, mounted vertically in rows of two. (6 in each row).		
9. The ends of the pockets facing the rear door shall be open and the ends facing the cab shall be sealed.		
10. Shall be equipped with one row of eight (8) traffic sign stands mounted on the street side interior of the service body.		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
11. The stands shall be constructed of 1-inch OD square steel tube, 4 inches in height, spaced eight (8) inches on center and welded to a steel plate which will be bolted to the service body floor.		
XIV. Rear Bumper:		
1. Step/bumper and frame shall be full width and constructed of mild steel.		
2. Shall be equipped with non-skid paint along the entire surface of the bumper.		
3. The step bumper shall be reinforced and outfitted with a class III towing hitch, to include a 2-inch trailer ball, a 3-inch pintle eye combination and a 7-pole trailer connector. The step bumper shall be reinforced and outfitted with a class IV towing hitch, to include a 2-inch trailer ball, a 3-inch pintle eye combination and a 7-pole round non RV style trailer connector.		
4. The rear step/bumper shall not have a cut out for the trailer towing pintle. The receiver will be flush with the rear bumper.		
5. The bumper will be outfitted with a tuck away rear step, for access into the service body.		
6. Shall have one (Safe-t Connect-t Starting Kit) Part No. 394017003 jumper terminals installed on top of the right corner of the rear step bumper. These terminals shall not interfere with towing functions.		
XV. Electrical:		
1. All added body and chassis electrical circuits shall serve equipment separate and distinct from the vehicle chassis		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
circuits. Additionally all wiring shall be shielded to prevent electronic interference with the communication system.		
2. All non-OEM wiring shall be copper.		
3. The wiring shall be color, function, and number coded every 6 inches for permanent identification and corresponds with the vehicle schematics.		
4. Soldered and insulated connectors shall be used.		
5. All wiring shall be located in accessible, enclosed, and protected locations.		
6. All wiring shall be routed in split loom and secured with insulated metal cable straps (Del Clamps). Rubber grommets shall be used when passing through holes.		
7. Where wiring passes over the exhaust, a heat shield shall be installed.		
8. A 6-inch service loop of wire or harness shall be provided at all electrical components, terminals, and connection points.		
9. The circuit breakers, relays, and other electrical items shall be located in the enclosed power component electrical panel.		
10. The electrical panel shall be located behind the driver's seat.		
11. The entire front door of the cabinet shall be clear Plexiglas.		
12. The cabinet shall be mounted to the chassis rear interior wall utilizing an isolating type material.		
13. All circuits shall be labeled identifying the specific function.		
14. Two (2) complete sets of detailed wiring schematics shall be provided as well as		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
one (1) individual drawing, breaking down portions of the schematics.		
15. A detailed wire harness list shall be provided, showing termination points along with isometric views of the cab and module illustrating harness routing.		
16. A materials list with code letters, which correspond with the schematics, and includes the location of every switch and component shall be provided.		
17. A module disconnect switch shall be wired to remove the electrical load simultaneously from all other electronic equipment.		
18. Shall have an electric auto throttle, activated by a voltage monitoring system. This system shall use the aux. battery for its power		
19. When the transmission is in park or neutral, the throttle will activate when voltage drops below 11.5 volts and deactivate at 13.5 volts.		
20. This system shall not rely on engine vacuum to operate.		
21. In addition to OEM grounds. The following ground circuits shall be added.		
a. 4-gauge ground cable from module power component panel to frame.		
b. 2/0 gauge ground cable from the engine block to frame.		
c. 2/0 gauge ground cable from batteries to frame		
d. The service body shall be grounded to the chassis frame		
XVI. Painting, and Decals:		
1. The exterior finish is expected to be superior craftsmanship. There shall be no		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
welding scale, rough, sharp edges or corners.		
2. The chassis and underside of the service body shall be painted with the manufacture's standard black paint and undercoated.		
3. The cab exterior shall be painted with the manufacture's standard primer and white paint.		
4. The Service Body shall be prime coated with 3 mils of dry automotive quality primer, and 3 mils of white paint matching the cab's color.		
5. Each unit shall be outfitted with the WSDOT's incident response vehicle decals, prior to the compliance inspection. The supplier will notify Billboard Signs at 206-300-7300 for decal installation. Billboard Signs is responsible of the correct installation of WSDOT decal. Billboard Signs will bill WSDOT for decals and decal installation.		
6. The phrase INCIDENT RESPONSE shall be applied on the front deflector shield in 4-inch reflective white block lettering. These letters shall be installed so that the phrase can be correctly read when seeing it through a rear view mirror.		
7. The entire unit shall be painted white.		
8. The phrase INCIDENT RESPONSE shall be applied on the rear center of the service body in 4-inch reflective black block lettering.		
XVII. Publications:		
1. Each unit shall be delivered with an operator's manual.		
2. Bidders shall provide the total quantity of Service, and Parts Manuals as annotated		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
below. 2 Parts Manual (Per Unit) 2 Service Manual (Per Unit)		
XVIII User Funded Additional Needs:		
All items annotated below, will be individually priced, and separate from the base bid.		
1. The right side shall a KWIK-RAZE 800 telescoping, and removable light with tripod with a dedicated on/off switch		
2. An Intelicom 1030 three-line VMS board to include installation and controls.		
3. Bidders shall provide a deduct amount for the specified arrow board.		
4. The service body will be reinforced at the VMS board mounting locations, to allow the board to be in the raised position while traveling at 35 MPH		
5. LED Light Package: a. The light bar mounted to front of body. b. The arrow board mounted on top of body @ rear. c. Replace all other emergency flashing lights w/ comparable LED version.		
6. Add on amount for quick disconnect feature of body from Chassis for all electrical components		
7. Add on amount to convert to all LED class 1 lighting.		
8. Add on amount for dual alternators for diesel engine.		
9. Add on amount for a spring loaded cover to go over the flair dispenser.		
10. Add on amount to relocate the second battery to the compartment where the		

Specification Requirements	Check If Meet or Exceed	Describe Offered Alternatives
Generator is and located above the generator		
11. Add on amount for Male hydraulic fittings on the suction side of the fuel transfer system		
12. Add on amount for Female hydraulic fittings on the discharge side of the fuel transfer system		
13. Add a canister filter to the on both suction and discharge lines and marked for flow direction		
14. Add on amount for a discharge nozzle with the ability to be used on the 3 foot suction hose annotated in item X.11.		
15. Add on amount for a fuel level gauge mounted in the cab which will provide fuel levels in the fuel transfer storage tank.		
16. Add on amount to increase the size of the expanded metal protection around the sight gauge. Require the next upgraded gauge of expanded metal		
17. Provide an option price for the removal of an existing body to include all components and reinstall this body onto a new cab and chassis.		
18. Provide a deduct amount for a WSDOT provided cab and chassis.		

END END END