

**INSTRUCTIONS TO BIDDERS**  
**WATER TENDER BUILD (Two Units)**

Grant County Fire Protection District No. 3 “District” is the entity issuing this invitation for bids. The District is a municipal corporation and a political subdivision of the state of Washington and is issuing this invitation for bids.

District Information:

The District’s mailing address is: Grant County Fire Protection District No. 3  
PO BOX 565  
Quincy WA 98848

District’s Physical address is: Grant County Fire Protection District No. 3  
1201 Central Ave S  
Quincy WA 98848

For further information contact Fire Chief David Durfee at [ddurfee@gcfd3.net](mailto:ddurfee@gcfd3.net) ,(509)787-2713 between the hours of 9:00 a.m. and 5:00 p.m. on all regular business days.

The District representative for all matters relating to this invitation for bids is Fire Chief David Durfee.

1. **Definitions.** The following terms shall have the meaning set forth below when used in this instrument:
  - 1.1. **Bidder.** Any person or entity that submits a qualified bid in response to the invitation for bids by the District.
  - 1.2. **Qualified Bid.** Any bid submitted to the District in response to the invitation for bids issued by the District that complies with the bid requirements.
  - 1.3. **District.** Grant County Fire Protection District No. 3.
  - 1.4. **Supplier.** The bidder who is awarded the contract to supply the Apparatus described in the Apparatus Specifications issued by the District, whether referred to as successful bidder, vendor, contractor, or manufacturer in subsequent documents.
  - 1.5. **Acceptance.** The term acceptance shall mean that time at which the District indicates that the Apparatus, as received, substantially complies with the Apparatus Specifications.
  - 1.6. **Apparatus.** (2) 7-Ton Wildland Tenders as more particularly described in the Apparatus Specifications.
  - 1.7. **Apparatus Specifications.** The specifications attached here to as **Exhibit C**.

2. **Invitation for Bids.** The District will accept bid proposals for the Apparatus as follows:
  - 2.1. **Time.** Bid proposals must be received by the District on or before 4 p.m. on January 30<sup>th</sup>, 2026.
  - 2.2. **Place.** Bid proposals may be mailed to the District mailing address or delivered to the station at the physical address.
  - 2.3. **Bid Opening.** Bids will be opened at 10am on February 2nd, 2026, at the station located at the physical address and a decision to award bids will be made within 60 days of that date.
3. **Acceptance - Rejection of Bids.** The District reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds these specifications and which the District deems to be in the best interest of the District. The District reserves the right to accept the bid from the lowest responsible bidder or the bidder providing the best value taking into consideration the interests of the District as a whole. This may or may not be the bid with the low bid price.
4. **Instruction to Bidders and Specifications.** The instructions to bidders and Apparatus Specifications may be obtained by contacting the District between the hours of 9:00 a.m. and 4:00 p.m. on all regular business days. Any questions regarding this specification must be submitted in writing and be received by the District Representative a minimum of five (5) business days prior to the bid opening date. Clarifications, corrections and/or changes shall be sent out in writing via fax or email to all prospective Bidders.
5. **Bid Marking.** All bids must be submitted in sealed envelopes and must be clearly marked on the outside of the envelope "Water Tender Build Bid the opening date, and time on the face of the envelope."
6. **Bid Submission.** A Bidder may, without prejudice to the Bidder, withdraw, modify, or correct a proposal after it has been deposited with the District, provided the request is filed with the District, in writing before the time set for opening the bid proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the Bidder.
7. **Contents of Bid Proposal.** All bid proposals shall contain or be accompanied by the following:
  - 7.1. **Proposal.** The bidder's detailed description of the apparatus, equipment and services which it proposes to furnish. Such description shall be set forth in the same sequence as set forth in these specifications. In the event any exceptions to the specifications are set forth in a bid proposal, the bidder must also include an explanation to establish why they believe the exceptions are equivalent to or exceed the specifications.

- 7.2. **Qualification of Bidder.** Satisfactory evidence of the bidder's ability to construct the apparatus specified and a statement showing the location of the factory where the apparatus is to be manufactured. The bidder shall also state the number of years it has been building fire apparatus and its financial condition.
- 7.3. **Weight Balance and Distribution.** A provision that the apparatus will be designed and the equipment mounted with due consideration to the distribution of load between the front and rear axles so that all specified equipment and personnel will be carried without injury to the apparatus. Weight balance and distribution shall be in accordance with the recommendations of the International Association of Fire Chiefs and National Fire Protection Association or American Insurance Association.
- 7.4. **Authority.** The bid must be signed by an authorized representative of the Bidder. The Bidder shall provide with the bid proposal, proof of such representative's authority to contractually bind the Bidder.
- 7.5. **Price.** The total bid price exclusive of state and local sales or use tax.
- 7.6. **Payment Terms.** The bid proposal must state the time at which the purchase price or any portion of the price shall become due and shall provide options if any, for discounted payment plans.
- 7.7. **Delivery Date.** The Bidder shall provide in the bid proposal the amount of time in which the Apparatus will be delivered to the District. **The proposed delivery date shall be designated by the bidder and preference will be given to Vendors that can deliver the completed apparatus within six months of the District's award of the Contract.** A provision that upon delivery of the completed apparatus to the Fire District, the District shall have a period of at least ten (10) days after Delivery in which to inspect and test the apparatus prior to acceptance. Preference may be given to any Bidder that can supply the Apparatus prior to June 31<sup>st</sup>, 2026.
- 7.8. **Contract Modifications.** Purchase contract shall be substantially based on District's proposed contract form attached to these Instructions as Exhibit A. If bidder cannot comply with any of the proposed contract terms, Bidder shall specifically identify such terms and provide an explanation of bidder's inability to comply.
8. **Compliance.** The District advises all prospective Bidders that compliance with the requirements of these instructions to bidders as well as the Apparatus Specifications will be considered by the District in determining whether to accept or reject any bid.
9. **Material Considerations.** Each of the requirements contained in this document are material and the failure of a Bidder to comply with each requirement may constitute grounds for the rejection of the bid in the discretion of the District.

10. **Bidding Errors.** The District will not be liable for any errors in any Bidder proposal and Bidders will not be allowed to alter or modify bids after the Bid submittal deadline. The District reserves the right to correct or amend errors such as typing, transposition or other obvious errors, however, the District is not required to make such corrections or amendments. If a Bidder claims error and asks to be relieved of an award, the Bidder will be required to promptly present certified work sheets documenting the error. If the District upon review of the works sheets is convinced, in the District's sole discretion, that an honest, mathematically excusable error or omission of costs has been made, the Bidder, may be relieved of Bidder's bid. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.
11. **Offer Irrevocable - Time Period.** All bid proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of sixty (60) days from the date of opening of the bids.
12. **Apparatus Specifications.** The Apparatus Specifications provided by the District are the minimum requirements. Any exceptions equivalent to or exceeding the Apparatus Specifications must be specifically identified and the cost adjustment related to any such exception shall be clearly identified.
13. **Contract Documents.** The contract shall be substantially in the form attached as Exhibit A. The contract shall specifically enumerate all documents that are included by reference, which shall include the following documents:
  - 13.1. The formal written agreement executed by each party.
  - 13.2. The instructions to bidders and Apparatus Specifications prepared by the District.
  - 13.3. The bid proposal submitted by the Bidder.
  - 13.4. All warranties covering the Apparatus.
  - 13.5. Performance bond, if applicable.
14. **Bidder Evaluation.** The Bidder shall complete the Bidder's Qualification Form attached as **Exhibit B**. The following elements shall be given consideration in the determination of whether a bidder is responsible and the best value for the District (total 100 points):
  - 14.1. The price of the Apparatus. (50 points)
  - 14.2. Whether the bidder can perform the contract within the time specified; (15 Points)
  - 14.3. The convenience and accessibility of Apparatus service locations. (10 points)

- 14.4. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; (10 points)
- 14.5. The ability, capacity, and skill of the bidder to perform the contract or provide the service required; (5 points)
- 14.6. The quality of performance of previous contracts or services; (5 points)
- 14.7. The previous and existing compliance by the bidder with laws relating to the contract or services; and (5 points)
- 14.8. Whether, within the three-year period immediately preceding the date of the bid solicitation, the bidder has been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW (disqualifying factor)
15. **Performance Bond.** Unless the purchase price is not due until after acceptance by the District, the Supplier shall provide to the District a 100% performance bond within 10 days after acceptance of the bid proposal and execution of the contract with the Supplier by the District. The bond must be issued by a bonding company acceptable to the District.
16. **Delivery Location.** Delivery of the Apparatus shall be F.O.B Quincy WA or such other location designated by the District or other municipal corporation purchasing this bid.
17. **Warranty.** If the manufacturer's warranty excludes warranties of any specific included components because such components are covered by the component manufacturer's warranty, the warranty of the component manufacturer shall be included with the bid proposal. Unless otherwise stated, the warranty of the manufacturer shall comply with the contract requirements and shall cover all components of the Apparatus including accessories.
  - 17.1. The warranty obligation shall include the following:
    - 17.1.1. All materials and required labor.
    - 17.1.2. All transportation and shipping costs for the Apparatus or any part of the Apparatus from the District headquarters station to the place of repair and return.
    - 17.1.3. The term of the warranty or warranties.
    - 17.1.4. A copy of the warranty must be included in the bid.

18. **Statutes and Regulations.** The completed Apparatus must comply with all applicable federal statutes and regulations, applicable Washington statutes and regulations of the Department of Labor and Industries and all other applicable state regulatory agencies. In the event the Apparatus Specifications cannot be complied with without violating such requirements, the Bidder shall so state.
19. **Patents.** The Supplier shall defend any and all suits and assume all liability for any claims against the District, or any of its officials, employees, and agents, for the use of any patented process, device or article forming a part of the Apparatus or any appliance to be furnished under the contract.
20. **Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted by the District. The District accepts no responsibility for the performance of a purchasing contract by the successful bidder and the District accepts no responsibility for payment of the purchase price by any entity purchasing under this provision.
21. **Conflict of Interest.** Bidders must certify, by signing below, that no officer, agent, or employee of the District who has participated in the contract negotiations on the part of the District has a pecuniary interest in the bid proposal and that the proposal is made in good faith without fraud, collusion, or participation of any kind by any other bidder under the same call for bids and that the Bidder is submitting the bid in its own behalf and not as an undisclosed agent of any person or firm.

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

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**EXHIBIT A  
CONTRACT FORM**

**AGREEMENT BETWEEN  
Grant County Fire Protection District No. 3,  
AND [REDACTED]  
FOR THE PURCHASE OF (2) 7-Ton Tender Builds**

THIS AGREEMENT is made and entered into by Grant County Fire Protection District No. 3, a Washington municipal corporation hereinafter "District"; and \_\_\_\_\_ "Vendor."

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

1. **Term – Agreement.** The term "Agreement" as used herein, shall constitute this document entitled "Agreement between Grant County Fire Protection District No. 3, and [REDACTED] for the Purchase of (2) 7-Ton Tender Builds and the following attachments which are incorporated by this reference:

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

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

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

2. **Term – Apparatus.** This Agreement is for the purchase of (2) 7-Ton Tender Builds together with all described parts, systems and equipment that conforms to the terms of this Agreement "Apparatus".

3. **Scope of Work**

3.1. Vendor agrees to build and deliver to the District (2) 7-Ton Tenders fully functional Apparatuses that meet the specifications set forth in this Agreement and its various attachments.

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

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

#### **4. Delivery and Risk of Loss**

- 4.1. Vendor agrees to deliver to the District \_\_\_\_\_ (\_\_\_\_) fully functional Apparatus, free of defects, that conforms to the specifications set forth in this Agreement on or before \_\_\_\_\_, 20\_\_ either for pickup at Vendor's construction location or F.O.B. \_\_\_\_\_ provided, the risk of loss for any defect or damage to the Apparatus shall remain with Vendor until the Apparatus is accepted by the District.
- 4.2. Vendor shall, at the request of the District, provide a representative to demonstrate the operation of the Apparatuses and to train and instruct District representatives regarding the operation of the Apparatuses at the time of delivery.

#### **5. Time is of the Essence/Liquidated Damages**

- 5.1. The District and Vendor agree that time is of the essence in the performance of this Agreement.
- 5.2. Liquidated damages at a rate of \$100.00 per calendar day shall be assessed against Vendor for the late performance of any condition or term set forth in this Agreement. Vendor's delay in the performance of any term of this Agreement shall be excused if the cause of such delay is beyond the control of, and without the fault or negligence of, Vendor, including acts of god, acts of the public enemy, acts of a government entity, fires, floods, and earthquakes directly affecting Vendor.

#### **6. Payment.**

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

#### **7. Inspection**

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

- 7.4. e terms of this Agreement and passes all inspections and tests as required by the District or other laws or regulations prior to acceptance of the Apparatus. The initial post-delivery inspection and testing shall be completed within thirty (30) days of delivery of the Apparatus. In the event the Apparatus fails to meet the tests as required by the District on first trials, second trials may be conducted by the District, at the sole option of the District, within thirty (30) days from the date of the first trials. Such trials shall be final and conclusive.
- 7.5. Vendor specifically agrees that its failure to afford the District the opportunity to inspect the Apparatus pursuant to the terms of this Agreement shall be sufficient cause, in and of itself, for the rejection of the Apparatus and a full refund of any prepaid purchase price.
- 7.6. Notwithstanding any right of inspection, Vendor shall notify the District of any known or discoverable defect in the Apparatus that exists on the date the Apparatus is delivered, or is later discovered by Vendor.
8. **Acceptance.** Acceptance of the Apparatus shall occur after the Apparatus passes post-delivery inspections and tests. Risk of loss for any defect or damage to the Apparatus shall remain with Vendor until the Apparatus is accepted. The fact that the District uses the Apparatus for the inspection and tests shall not constitute acceptance.
9. **Rejection.** The District reserves the right to inspect the Apparatus for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject a non-conforming or defective Apparatus. The District will notify Vendor of the rejection of the Apparatus in writing. The District will also provide Vendor with a written description of the reason(s) for rejection. The District will hold the Apparatus in its possession with reasonable care at Vendor's disposition for a time sufficient to permit Vendor to remove the Apparatus. If Vendor gives no instructions within a reasonable time after notification of the rejection, the District will store the Apparatus at Vendor's expense and such expense shall become a security interest in favor of the District. The parties understand that in the case of rejection, the District is not required to store the Apparatus in an enclosed area.

## 10. Cure

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

- 10.2. Unless otherwise agreed to in a separate writing signed by the parties, Vendor shall have one opportunity to cure each defect for which it has been placed on notice or which Vendor discovers. Any agreement to cure defects of the Apparatus shall not constitute a settlement of claims brought pursuant to the terms of this Agreement.
- 10.3. If, at any time, Vendor discovers a defect in the Apparatus, Vendor shall, within two (2) days of discovery, notify the District of such defects in writing and shall promptly cure such defect, if Vendor so chooses, pursuant to this section.

## 11. Warranty

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

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

**12. Performance Bond.** Vendor shall provide and execute a performance bond for the full contract amount unless no payment is due until after Acceptance. This performance bond shall:

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

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

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

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

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

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

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

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

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

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

**14. Indemnification.** Vendor shall defend, indemnify, and hold the District, it's officers, officials, employees, agents and volunteers harmless from injury and all claims, injuries, damages, losses, and suits including all legal costs and attorney fees arising out of or in connection with

the performance of this Agreement except for injuries and damages resulting from the sole negligence of the District. The District's inspection or acceptance of the Apparatus when completed will not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement. The District shall: (1) promptly notify Vendor of any claim for which indemnification may be sought; (2) cooperate fully in the defense of such claim; and (3) permit Vendor to settle or compromise such claim on terms and conditions which, in good faith, it determines are appropriate.

- 15. Insurance.** The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors.
- 16. Discrimination.** In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, Vendor, its sub-contractors, or any person acting on behalf of Vendor or its sub-contractor shall not, by reason of race, religion, color, sex, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 17. Severability.** If any term, provision, condition, or other portion of this Agreement, or its application to any person is held to be inoperative, invalid, or void, then the same shall not affect any other term, provision, condition, or any other portion of this Agreement or its application to any person.
- 18. Cumulation of Remedies.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 19. Non-Waiver of Breach.** No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party, or waiver of, the breach of the other whether expressed or implied shall not constitute a continuing waiver of or consent to, nor excuse a different or subsequent breach. The failure of the District to enforce one portion of this Agreement shall not constitute a waiver, or excuse the breach, of another portion of this Agreement.
- 20. Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement and understands and agrees to be bound by its terms.

## **21. Choice of Law/Attorney Fees and Costs.**

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

## **22. Termination**

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

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

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

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

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

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

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

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

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



**EXHIBIT B**

**STATEMENT OF QUALIFICATIONS**

The undersigned certifies under penalty of perjury of the laws of the State of Washington that the information provided herein is true and sufficiently complete so as not to be misleading.

1. How many years has the Vehicle Manufacturer been in business as a Fire Apparatus and Emergency Vehicle manufacturer? \_\_\_\_\_

2. How many years has the Vehicle Manufacturer been in business under its present business name? \_\_\_\_\_

2.1. Under what other or former names has the Vehicle Manufacturer operated?  
\_\_\_\_\_

3. How many years has the Vehicle Distributor, if different from the Manufacturer, been in business as a Fire Apparatus and Emergency Vehicle distributor? \_\_\_\_\_

4. How many years has the Vehicle Distributor been in business under its present business name?  
\_\_\_\_\_

4.1. Under what other or former names has the Vehicle Distributor operated?  
\_\_\_\_\_

5. Claims and suits. (If the answer to any of the questions below is yes, please attach details.)

5.1. Has your organization ever failed to complete any work awarded to it?

**YES**\_\_\_\_\_ **NO**\_\_\_\_\_

5.2. Are there any liens, judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

**YES**\_\_\_\_\_ **NO**\_\_\_\_\_

5.3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

**YES**\_\_\_\_\_ **NO**\_\_\_\_\_

6. Bidder shall submit a list of between five (5) and ten (10) units delivered within the State of Washington in the past five (5) years which are currently in normal fire service use, having no defects causing the apparatus to give unsatisfactory service, attributable to workmanship, materials, or construction techniques.

**Proposal Complies YES**\_\_\_\_\_ **NO**\_\_\_\_\_

**7. REFERENCES**

7.1.1. List three names of municipalities in the State of Washington (i.e., fire districts, cities, counties and other municipalities) for whom you have most recently (within the past 24 months) contracted work with:

7.1.2. Agency \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

7.1.3. Agency \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

7.1.4. Agency \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

7.2. Each Bidder shall provide satisfactory evidence of the manufacturer's ability to construct the unit and supply service, parts and technical assistance for the equipment proposed. Bidder shall state the location of the factory at which the complete apparatus shall be constructed.

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**Proposal Complies YES \_\_\_\_\_ NO \_\_\_\_\_**

7.3. The District seeks proposals from qualified Bidder's offering complete service facilities, within a reasonable distance from the District. After delivery, support and service is of extreme importance to the District. Bidder shall include the location and capabilities of their local service center and personnel available. Service personnel must be available 24 hours per day, 7 days a week to provide emergency service or technical support as required by the District. Supplier's local facilities should include mobile service capability also, for "On Site" service of the apparatus.

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**Proposal Complies YES \_\_\_\_\_ NO \_\_\_\_\_**

**No exceptions will be allowed for any of the aforementioned instructions. Proposals not submitted in accordance with these instructions may be rejected.**

**EXHIBIT C**  
**APPARATUS SPECIFICATIONS**

## **Grant County Fire District 3**

### **Scope of Work – Water Tender Build (Two Units)**

#### **7-Ton Water Tender Construction & Outfitting**

This Scope of Work outlines the requirements for the fabrication, installation, and integration of components necessary to construct two (2) fully operational water tenders using District-provided chassis platforms. All workmanship must follow industry best practices and applicable NFPA standards for water tenders. Project is to be completed within 6 months of acceptance.

##### **1. Vehicle Platform**

- Chassis: MK23 Series Truck (vehicle provided by Fire department.)

##### **2. Water Tank Assembly (Approx. 2,450 Gallons)**

- Elliptical flat-sided tank
- Fully welded interior/exterior
- Front and rear heads dished
- Rubber padded Perma-Slats
- 2 lift eyes, rear anti-skid ladder
- 2.5" hydrant fill,
- 24"x24" manway
- Transverse and NFPA-compliant longitudinal baffles
- Spring-loaded tie-down system (tandem axle)

##### **3. Engine & Pump Integration**

- Install engine/pump mount
- Install customer-provided 40 HP portable pump
- Wire pump to truck battery
- Install flex exhaust piping
- Install custom remote panel for Start/stop and throttle.

##### **4. Plumbing Systems**

- High-pressure suction/discharge hoses
- Inlet: Sch 10, Outlet: Sch 40 or equivalent
- Front cross-plumbing system
- Rear tank-mounted plumbing per customer design

- Self-loading/drafting system with (2) 10' storage tubes
- Install a guzzler to pull a vacuum for draft.
- Front bumper monitor plumbing (customer supplies monitor, and electric valve)
- Three 2.5" quarter-turn discharges
- Sight tubing for water level on rear of tank
- Provisions for adding water level transducer to the front of the tank.
- 6" manual dump w/ 4" Storz adapters

#### **5. Hose Reel System**

- 1" x 100' 12V electric rewind reel
- Mounted on driver-side transverse box

#### **6. Structural Components & Storage**

- Transverse compartment behind cab (black)
- Tandem fenders with draft hose storage
- Rear hose storage trays with Raptor liner
- Rear impact guard <30"

#### **7. Electrical Systems**

- 24V DOT LED lighting
- Provisions for Emergency Lighting and work lights on tank  $\frac{3}{4}$ " tubing for wiring (customer will install lighting)
- Custom control box console. Includes pressure gauge, Misc hardware. Wiring in ignition solenoid 100 amp breaker and fuse box in console.
- Install customer provided front monitor joystick, OEM pump start switch.
- Backup camera installation
- Installation of water tank gage on pump and in-cab

#### **8. Additional Fabrication**

- Bolt-on brush guard on pump
- Custom passenger-step fuel tank for pump Approx. 10 Gal. W/ fuel sender and gauge.
- Install exhaust extension on pump

#### **9. Foam System**

- Install customer-provided Scotty ATP 4171 system
- Custom foam cell for foam system (location TBD) 5 gallons approximately.

#### **10. Interior/Prep**

- Interior epoxy coating (if steel tank)
- Tank interior sandblast

#### **11. Painting**

- Wheels, hubs, lugs painted black
- Chassis black (cab rearward)
- FD paint options: Black over red, two tone.

Pictures provided for reference on scope:





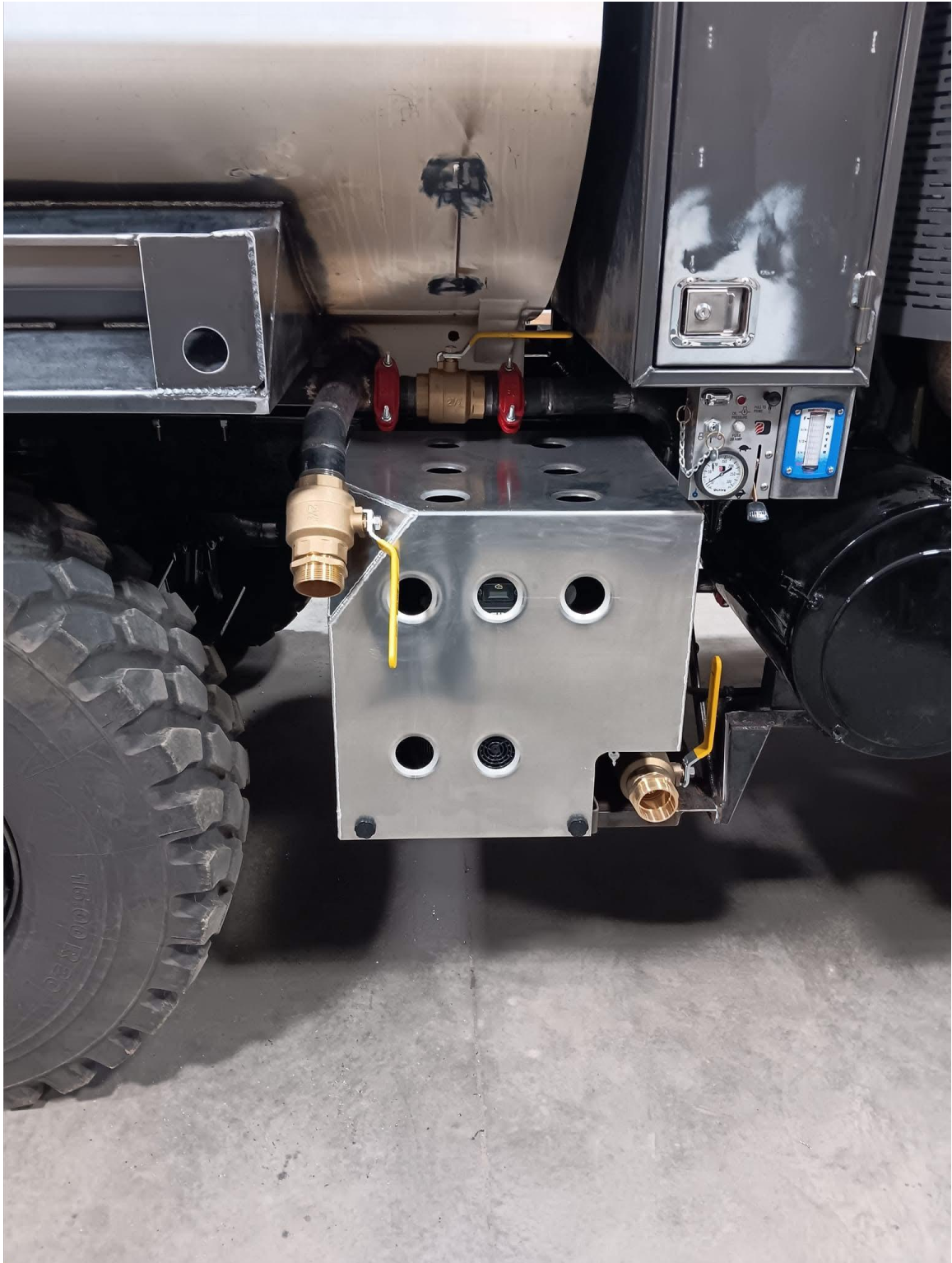


















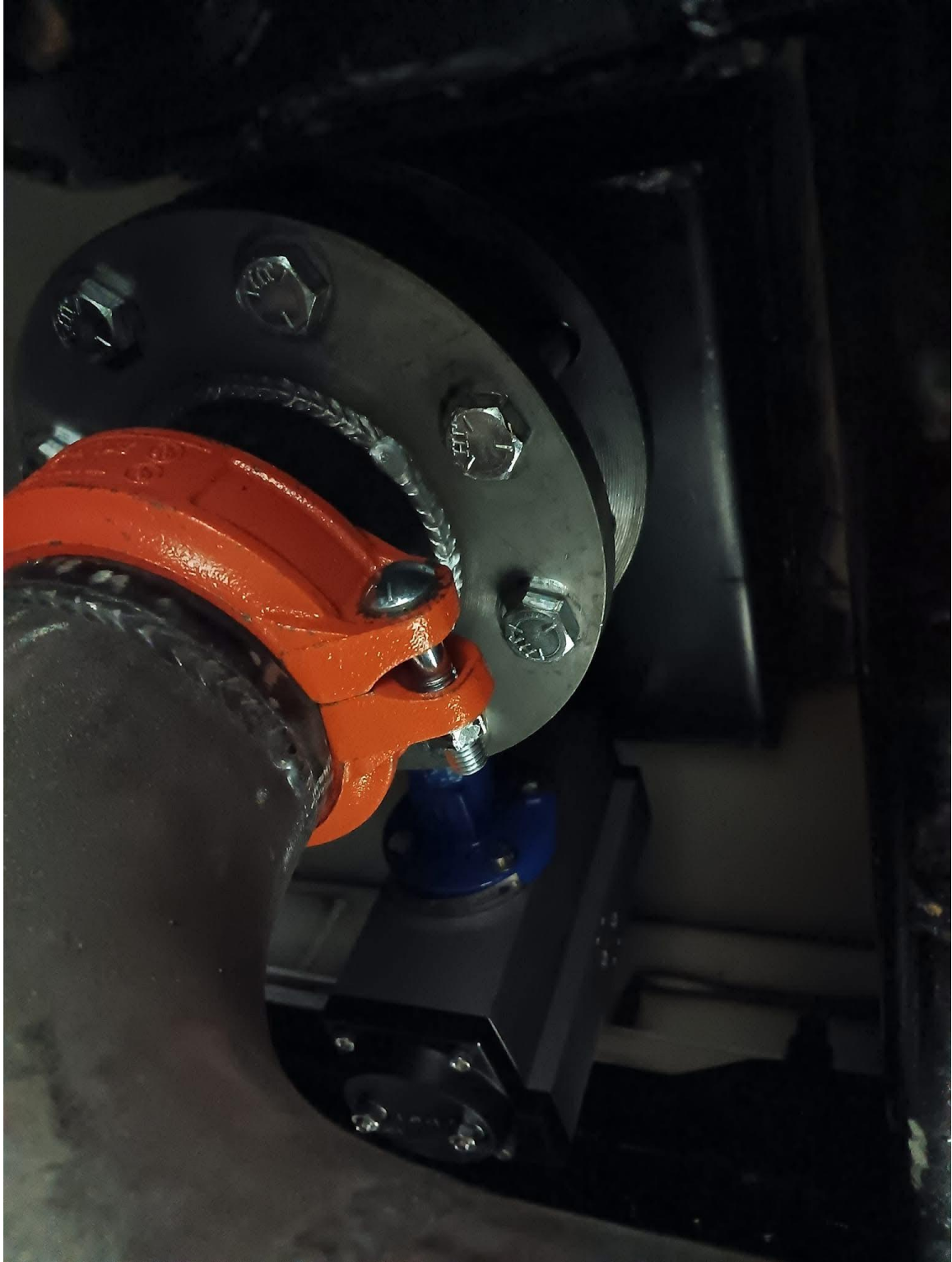


















Paint scheme for reference

