

CITY OF SEATTLE

Purchasing Services Division

Department of Executive Administration
705 5th AVE, #4112
PO BOX 94687
Seattle WA 98124-4687

REQUEST FOR PROPOSAL

This is Not a Purchase Order

Request for Proposal # _____ Page 1 of 1
FFD-081204

BUYER: Pam Tokunaga PHONE: 206/233-7114 FAX: 206/233-5155
Date of Request for Proposal: 08-12-04 **Date/Time Proposals Due: 9/14/04, 3:00 PM**

Vendor # 0000038970

Terex
PO BOX 24387
Seattle WA 98108

Corrections:
Name: _____
Address: _____
City: _____
State: _____ Zip: _____
Contact: _____
Phone: _____ Fax: _____
E-mail: _____

REQUEST FOR PROPOSAL # FFD-081204

COMBINATION SEWER AND CATCH BASIN CLEANER TRUCKS

The City of Seattle, hereinafter referred to as the "City", is soliciting proposals to establish a five (5) year vendor contract for the supply of five (5) or more newest available model combination sewer and catch basin cleaner trucks, as described in the technical specifications attached to this request for proposal. Sealed proposals shall be due at the time and place indicated above.

- Attachment #1 – Specifications
- Attachment #2 – Financial Proposal
- Attachment #3 - City of Seattle Terms & Conditions
- Exhibit I – Proposal Certification
- Exhibit II – Non-Collusion Certificate
- Exhibit III – Equal Benefits Compliance Declaration
- Exhibit IV – Insurance Requirements

FOR PROPOSAL TO BE CONSIDERED RESPONSIVE, PROPOSERS MUST SIGN AND SUBMIT THIS FORM WITH PROPOSAL TO 700 5th AVE #4112, PO BOX 94687, SEATTLE, WA 98124-4687

All returned proposals and related documents must be identified with our Request for Proposal ID number.
This is Not a Purchase Order

Print Name: _____ Title: _____
Authorized Proposer Signature _____ Date: _____

**REQUEST FOR PROPOSAL FOR:
Combination Sewer and Catch Basin Cleaner Trucks**

SECTION I: INTRODUCTION

The City of Seattle, hereinafter referred to as the “City”, is soliciting proposals for five or more sewer and catch basin cleaner trucks as described in the technical specifications attached to this request for proposal. Sealed proposals shall be due at the time and place indicated in Section V.

1. BACKGROUND

The City has purchased the majority of their vehicles and equipment through the Invitation to Bid (ITB) process. The bids are evaluated for technical compliance and responsiveness to other general requirements. The lowest price, fully compliant bidder usually wins the bid, and a purchase contract is issued per the terms and conditions stated on the ITB documents.

In early 1999, the Copernicus Vehicle Commodity Team identified a need for another contract type to be used for vehicle and equipment purchases whereby contract awards can be based upon the “Best Value” to the City. Contract selection criteria that weigh other factors in addition to quoted prices have been developed.

2. SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to establish a five year vendor contract for the supply of FIVE (5) OR MORE newest available model combination sewer and catch basin cleaner trucks. The City may increase the quantity required at the time of issuing the initial purchase order and-or at a later date per extended period pricing agreements made by the proposer and the City herein (See Attachment 2 Pricing Escalation). Intended use of these vehicles is for cleaning sewer, catch basin and ditch systems throughout the City of Seattle.

SECTION II: TECHNICAL SPECIFICATIONS

The purpose of this section of the RFP is to describe the information the City needs in order to evaluate your proposal. All of the elements below must be included in your proposal. Additionally, to ensure orderly, comprehensive, and fair evaluations, proposals shall be organized according to the headings used in this RFP.

1. TECHNICAL FEATURES

These are the design, architecture, operating and maintenance performance parameters associated with the vehicles/equipment offered.

Technical specifications are included as Attachment #1 to this RFP. Mandatory items are so listed by use of the words “shall”, “minimum” and “maximum”. Proposers are encouraged to propose vehicles/equipment best qualified for the use intended that include these mandatory items.

2. PRODUCT SUPPORTABILITY

This is related to the location of the closest parts and service facility, how much parts inventory is carried for the offered product at this facility, how many factory trained and / or certified mechanics are employed at this facility, and how many customers this facility serves. Equipment downtime can be directly related to how much factory and / or dealer support is readily available. This is especially critical when highly specialized equipment, such as a sewer cleaner, is being evaluated. A dealer located within the greater Seattle area that has a repair facility, factory trained mechanics and a sizeable parts supply has more value to the City than a dealer who only offers a mobile service truck covering all of Western Washington.

Provide in detail how you intend to support your product using the above as a guide.

3. DELIVERY SCHEDULE

Depending on the type of vehicle or equipment being purchased, there are delivery norms expected in order to replace units in a reasonable time. The norm for one type might be 45-75 days after receipt of order, and for another, 90-120 days. On the other hand, when comparing proposals, significantly shorter delivery schedules for similar products often equate to higher value to the City. A liquidated damages clause shall be included in all proposals to provide recourse to late delivery occurrences.

4. WARRANTY/QUALITY

Many similar vehicles and equipment warrantees offer standard, industry accepted statements of warranty and quality. On the other hand, some are far better which equates to higher value to the City. For example, if one vendor offers a supplementary 5-year/5000 hour full engine warranty for \$1,200 and another offers a 3-year/3000 hour full engine warranty for \$1,000 – the best value to the City is obviously the former.

SECTION III. PRICING

1. Proposer is to include pricing on the appropriate page of the specification.
2. Proposer must also complete the pricing escalation form attachment 2.

SECTION IV. PROPOSAL EVALUATION

1. **Technical Evaluation** will be done by an Technical Evaluation Team (TET) consisting of the Fleet Services Engineer (principal spec writer), two (2) members from Seattle Public Utilities, one (1) member from Seattle Parks and one mechanic from the FFD service facility. This team coordinates and participates in evaluating the technical proposal, ensures that confidentiality is maintained, ensures timely completion of the evaluation and ensures ratings are fully justified. Each proposal will be given a relative ranking by the team.
2. **Pricing Evaluation** will be done by a Price Evaluation Team (PET) consisting of a Fleet Services Representative and a Seattle Public Utilities Representative. This team coordinates and participates in evaluating the pricing evaluation of the proposal, ensures confidentiality is maintained, ensures timely completion of the evaluation and ensures the ratings are fully justified. Each proposal will be given a relative ranking by the Team.
3. **Evaluation Criteria**

Proposals will be evaluated by the evaluation committees using the following weighted criteria:

| | | |
|----|-------------------------------|------------|
| a. | Technical Features | 30% |
| b. | Product Supportability | 15% |
| c. | Delivery Schedule | 5% |
| d. | Warranty/Quality | 10% |
| e. | Vendor Performance | 10% |
| f. | Price | 30% |

SECTION V. ADMINISTRATIVE REQUIREMENTS

REQUEST FOR PROPOSAL (RFP) COORDINATOR

Upon release of the RFP, all communications concerning this proposal must be directed to the RFP Coordinator or her representative. The name, address and telephone number are:

Pam Tokunaga
Senior Buyer, City of Seattle
Department of Executive Administration
Purchasing Services Section
700 Fifth Avenue, #4112
PO BOX 94687
Seattle, WA 98124-4687
Phone: (206)233-7114 Fax: (206) 233-5155
Internet Address: pam.tokunaga@seattle.gov

Proposers are particularly cautioned against directly contacting anyone in the City, other than the RFP Coordinator, regarding any aspect of this procurement. Failure to observe this requirement may result in the disqualification of a proposer.

SCHEDULE

The estimated schedule of events through contract execution is outlined below.

| <u>Action</u> | <u>Date</u> |
|--|-------------|
| Deadlines for Questions and Requests for Addenda | 8/27/04 |
| Proposal Due | 9/14/04 |
| Proposer Selected | 10/1/04 |
| Complete Contract Negotiations | 10/12/04 |
| Proposed Contract Award Date | 10/18/04 |

DELIVERY OF PROPOSALS

Proposals must be received at the City of Seattle, Executive Services Department, Purchasing Services Section, 700 Fifth Avenue #4112, PO BOX 94687, Seattle, WA 98124-4687, no later than **9/14/04, 3:00 PM**

Proposers are solely responsible for ensuring that proposals are delivered on time. Delays caused by a delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of proposals. **Proposals received after the deadline will be returned unopened.**

ADDENDA TO THIS RFP

Changes to this RFP will be made only by formal written addendum(s) issued by the Purchasing Services Section. Any such addendum(s) will be issued no later than five (5) calendar days prior to the proposal due date.

Addenda to this RFP may be made by the City, if in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition.

Proposers may request addenda by submitting a written request. Written requests must be **submitted no later than COB, 8/27/04**. Proposers must state the reason for the addenda in their request.

All addenda issued by the City shall become part of the specifications of this RFP.

PROTESTS

Any protest of a notice of intent to award or of a notice that a proposal is non-responsive must be filed by 5:00PM on the third (3rd) business day of such notification. All such protest shall be in writing, contain a complete statement of the grounds of protest, and be filed with the Purchasing Manager, 700 Fifth Avenue #4112, PO BOX 94687, Seattle, WA 98124-4687, FAX: 206-233-5155.

Protesting parties must demonstrate, as part of their protest, that they made every reasonable effort with the schedule and procedures of the RFP to resolve the bases of their

protest during the procurement process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the apparent successful proposer(s). The City will not consider any protest based on items that could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing a contract with any other proposer.

TERMS & CONDITIONS

City of Seattle Terms and Conditions, Attachment #3, will apply to any resultant contract(s).

FREIGHT

Proposer shall quote prices with freight prepaid and allowed.

TITLE

Proposer shall quote prices FOB Destination

PROMPT PAYMENT DISCOUNT

In the space provided in Attachment #1, page 21, the Proposer may state a prompt payment discount term, if the Proposer offers one to the City. A prompt payment discount term of ten (10) or more days will be considered in the proposal evaluation.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals at any time with no penalty and to waive immaterial defects and minor irregularities in proposals.

PROPOSAL DISPOSITION

All materials submitted in response to this RFP become the property of the City upon delivery to the Purchasing Services Section.

CERTIFICATION OF PROPOSALS

Proposers must certify that their proposals meet mandatory requirements, contain required documents and are valid for ninety (90) days after the proposal due date. Exhibit I contains the form for proposal certification. Proposers may be asked to extend this certification.

The Proposal Certification, Exhibit I, must be signed by a person authorized to bind the proposing Proposer. The City may require proof from the Proposer that the person or persons who have signed are in fact authorized.

NON-COLLUSION

Proposers must submit the non-collusion certificate, signed and notarized, provided in Exhibit II.

COST OF PROPOSAL

This RFP does not under any circumstances commit the City to pay any costs incurred by any Proposer in the submission of a proposal, or in making any necessary studies for the preparation thereof. The Proposer is responsible for all costs associated with a response to this RFP.

ERRORS IN PROPOSALS

Proposers are responsible for all errors or omissions in their proposals, and any such errors or omissions will not serve to diminish their obligations to the City.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by written request of the Proposer prior to the proposal due date and time. No proposals may be withdrawn for a period of ninety (90) days after the proposal due date.

CHANGE IN PROPOSALS

Prior to the proposal due date and time, changes may be made provided the change is initialed and dated by the Proposer. If the intent of the Proposer is not clearly identifiable, the interpretation most advantageous to the City will prevail.

INCORPORATION OF THE RFP AND PROPOSAL IN CONTRACT

This RFP and all promises, commitments and representations made in the successful proposal shall be binding and shall become contractual obligations.

PROPOSAL FORMAT

1. ORGANIZATION AND COPIES
Proposals must include a cover letter and all of the sections referenced in Section II. Each Section must be clearly labeled. Original and four (4) copies of each proposal are required.
2. GENERAL FORMAT
To the extent possible, proposals should be prepared on 8-1/2 x 11" paper. Fold-outs for charts, tables and spreadsheets are acceptable. Tabs should be used to index and separate the various sections. Reference documents should be bound separately and numbered for ease of use. Pages should be numbered in a logical, consistent fashion.
3. READABILITY
The City's ability to conduct a thorough evaluation of proposals is dependent on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the Proposer's responsibility.
4. USE OF RECYCLED CONTENT PAPER
The Proposer shall, whenever practicable, use recycled content paper on all documents submitted to the City.

CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in a firm's proposal. Failure of a Proposer to respond to such a request for clarification may result in rejection of the proposal. Such requests for clarification shall be made at the sole discretion of the City. The City's retention of this right shall in no way reduce the responsibility of Proposers to submit complete, accurate and clearly written proposals.

PROPRIETARY MATERIAL

A vendor shall clearly mark any proprietary information contained in its proposal with the words "proprietary information." Marking all or nearly all of a proposal as proprietary may result in rejection of the proposal.

Vendors should be aware that the City is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). It is the City's belief that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. However, the vendor, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation or any liability to the vendor in the event that the City must disclose these materials.

EQUAL EMPLOYMENT

During the performance of this contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include but not be limited to the following:

- Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

EQUAL BENEFITS

Non-Discrimination in Benefits (SMC CH. 20.45) Prior to, and as a condition of a purchase contract, the successful bidder/proposer shall provide a completed "Equal Benefits Compliance Declaration," Exhibit III, attached. The apparent successful bidder/proposer will be sent an "Intent to Accept Quotation/Proposal & Award Contract" letter requesting the Declaration be returned to the Buyer with three (3) days from date of notification.

INSURANCE

Prior to execution of the contract, the apparent successful Proposer shall provide the City with evidence of insurance in accordance with "Insurance Instructions," Exhibit IV. The successful Proposer will receive from the City an Intent to Award letter requesting evidence of insurance.

AMERICANS WITH DISABILITIES ACT

The Proposer shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for, the immediate termination of this Agreement.

USE OF RECYCLED CONTENT PAPER

The Proposer shall, whenever practicable, use recycled content paper on all documents submitted to the City.

COMPLIANCE WITH THE LAW

General: The Proposer shall comply with all applicable federal and state laws and City ordinances and with applicable directions, rules, and regulations of public officials and departments in enforcement of City ordinances and with directions, rules, and regulations from the State of Washington or from the United States of America with respect to any portion of this Agreement.

Licenses and Similar Authorizations: The Proposer, at no additional expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses and similar legal authorizations, and comply with all legal requirements. The Proposer will be responsible for having a current City of Seattle Business License throughout the term of the contract with the City.

LICENSES, PERMITS AND APPROVALS

The Proposer must apply for and obtain all licenses, permits and approvals from the City and any other regulatory agencies.

Approvals of individual installations or items of work by the City's permit issuing and regulatory departments or by other permit issuing and regulatory agencies does not imply acceptance by the City of the Proposer's work as complying with the specifications for this project.

Costs of all licenses, permits and approvals shall be borne by the Proposer.

SECTION VI: MISCELLANEOUS

AMENDMENTS

The parties reserve the right to amend or modify this Agreement. Amendments to this Agreement shall be in writing and executed by both parties.

APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington, including the State's Uniform Commercial Code, and the Charter and Ordinances of the City. The venue of any action hereunder shall be in the Superior Court for King County, Washington.

ASSIGNMENT

Neither party shall assign or subcontract its obligations under this Agreement, in whole or in part, without the other party's written consent.

BINDING EFFECT

The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

CITY'S INSTRUCTIONS

During the term of this Agreement, the Proposer will be responsible for ensuring that its employees, servants, and agents, whenever on the City's premises, obey all applicable instructions and directions issued or published by the City.

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.

GRATUITIES

The City may, by written notice to the Proposer, terminate the Proposer's right to proceed under this Agreement upon one (1) calendar day's notice, if the City finds that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Proposer or any agent as representative of the Proposer, to any official, officer or employee of the City, provided that the existence of the facts upon which the City makes such finding shall be in issue and may be reviewed by a competent court.

In the event of such termination, the City shall be entitled to pursue the same remedies against the Proposer as it could pursue in the event of default by the Proposer.

HEADINGS

Sections headings are included in the Agreement for convenience only and do not change, modify, or limit any right or obligation of this Agreement.

INDEPENDENT STATUS OF PARTIES

Both parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. 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.

SEVERABILITY

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

WAIVER

No term of provision hereof shall be deemed waived and no breach excused 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 to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a continuing waiver of or consent to, or excuse for any different or subsequent breach.

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. The parties to this Agreement acknowledge that it is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

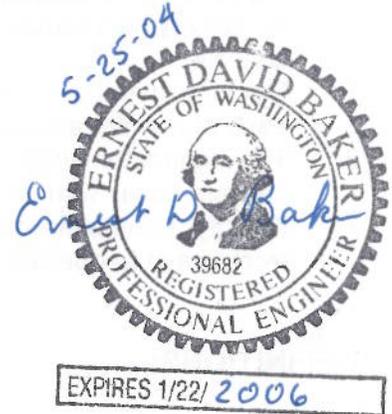
ATTACHMENT 1

**Specification for Sewer Cleaner Truck Bodies
With High Pressure Water Jets**

Project: 0464 and 0474
Replaces: SPU No. 5521 and 5724
Parks No. 5969

Specification prepared by: Ernest D. Baker, P.E., Senior Mechanical Engineer
City of Seattle - Fleet Services
618 Second Avenue, Alaska Bldg. - 12th Floor
Seattle, Washington 98104-2214
Phone: (206) 684-0141
Fax: (206) 684-0656

E-mail: Ernie.Baker@seattle.gov



ITEMS REQUIRED

RESPONSE

SCOPE:

1. This specification describes nine (9) cubic yard combination sewer cleaners with a five (5) cubic yard option. Specific performance requirements and design features are set forth in this specification. Each sewer cleaner body and associated systems and components are to be installed on a City of Seattle furnished cab chassis. The nine yard debris body unit will be a tilt cab over chassis rated at 54,000 lb GVWR, tandem-axle with an approximate 200 inch wheel base and having a 335 HP C-10 Caterpillar engine and an Allison 4500RDS transmission. The five yard debris body unit will be a conventional cab chassis rated at 52,000-lb GVWR, tandem axle with approximately 220 inch wheelbase and having a 300 HP C-7 Caterpillar engine and Allison 3000RDS transmission. State the CA and WB recommended for the nine yard and five yard machines.
2. The cleaner shall combine a high velocity water jet and an air conveying vacuum system for the purpose of removing debris (sludge, mud, sand, gravel, rocks, bottles, cans, grease, and roots) commonly found in sanitary sewer and storm drain systems (laterals, storm lines, culverts, mainlines, trunk lines, interceptors, catch-basins, digesters, wet wells, bar screens).
3. The cleaner shall be suitable for mounting on the truck chassis described above to maximize legal payload.

ITEMS REQUIRED

RESPONSE

4. The water and vacuum systems shall be capable of operating independently and simultaneously with independently variable outputs without degradation in the performance of either.
5. The air conveying vacuum system shall provide for the simultaneous removal of debris flushed to the manhole by the high velocity water jet.
6. The machine shall be capable of being operated by one person with all operating controls for the high velocity jet and air conveying vacuum system located at the front of the truck chassis.
7. Machine layout and design shall provide for ease of operation, ease of maintenance, and maximum safety.
8. The contractor shall mount the cleaner on the City-supplied chassis along with all required equipment so as to furnish to the city a complete combination sewer cleaner and jet rodder truck ready to operate.

DEFINITIONS:

1. SAE means The Society of Automotive Engineers
2. RCW means the Revised Code of Washington
3. WAC means the Washington Administrative Code
4. EPA means the Environmental Protection Agency
5. CCA means cold cranking Amperes as determined by tests conducted in accordance with paragraph 3.7 of SAE J537
6. FOB means Free on Board as defined in RCW 62A.2-319(1)(b)

GENERAL REQUIREMENTS:

1. Proposers are encouraged to offer options in their proposal. Cost differences, alternatives and product advantages should be detailed and completely defined in the proposal.
2. All units shall be new, unused, up-to-date models and shall be delivered ready to be used. Each unit shall include all inspection coupons and warranty identification cards furnished to general trade.
3. All components shall be rated at or above the maximum working load they would be subjected to in severe service.
4. All components and accessories cataloged as standard, unless superseded by these specifications, shall be provided with the unit.
5. In the event of a conflict between the specifications requirements and federal or state laws, the federal or state laws shall prevail.
6. All controls and instrumentation shall be clearly identified and permanently labeled.
7. The unit shall be designed so that inspection and service points, including grease fittings, shall be readily accessible.

ITEMS REQUIRED

RESPONSE

8. If special tools, gauges, adapters, etc., are required for normal maintenance, adjustment or inspection of the unit, they shall be identified and provided with the unit.
9. Filters shall be easily accessible and replaceable without removing or disconnecting other components. Filters shall be mounted in such a way to minimize any spillage of fluid. If necessary filters will be remotely mounted to meet these requirements. Filters shall not hinder access to dip sticks, fill ports or sight gauges. Spin-on filters are required for fluid service unless specified otherwise. All filters shall be heavy-duty and sized for severe service.
10. Hoses, wires and tubes shall be securely and neatly positioned to avoid sharp edges, excessive wear and chaffing. Grommets, bulkhead fittings or other protective means must be used where applicable.

HYDRAULICS:

1. Parker™ hydraulic pumps are preferred. The pump(s) shall supply hydraulic fluid at the proper pressure and volume to operate the entire system. The system shall be designed with a flooded pump suction(s). Specify the pump(s) used in the hydraulic system, maximum volume and system pressure.
2. Variable displacement piston pumps shall be electronically controlled.
3. Describe in detail the pump drive system for each pump. Include the functions that each pump operates, hydraulic horsepower draw and sizing for the drive components.
4. As part of the City of Seattle's green fleet policy the Hydraulic fluid will be Chevron "Clarity" AW ISO 46 biodegradable oil. The system must be tested at full system pressure. No leakage is allowed. A reflective decal stating "Use Chevron Clarity Biodegradable Hydraulic Oil Only" will be installed on hydraulic tank viewable by anyone adding fluid to the reservoir. Type and size of tag to be Senior Engineer approved.
5. Dealer installed hydraulic hoses shall be "Parker Super Tough" cover- SAE rated for suction and pressure according to application or Senior Engineer approved equivalent. All lines shall be sized for full flow resulting in a maximum suction line velocity of 4 feet per second, a maximum pressure line velocity of 20 feet per second and a maximum return line velocity of 10 feet per second. Hoses shall be routed so as to avoid abrasion and sharp edges. Hoses will be clamped at intervals no greater than 24 inches. If wire ties are used, they will be black and not less than ¼ inch in width. Wire ties will be installed and cut with a properly sized Thomas and Betts style installation tool so that no sharp edges are exposed.
6. All hydraulic fittings and adapters on the pressure side of any circuit will be SAE o-ring, 37 degree flare, split flange or Senior Engineer approved alternate. The use of NPT or NPTF

threads on the pressure side is undesirable. Teflon tape anywhere in the system is unacceptable and will result in rejection.

7. Hydraulic hose fittings shall be crimp type of the same manufacture as and designed to use with the hose.
8. The system shall be designed to avoid heat. The system should be designed to prevent the reservoir temperatures from exceeding 160 degrees Fahrenheit during normal operation on an 80 degree day. State the design features to maintain a cool system.
9. The system shall be tested at full system pressure with no leaks allowed.
10. The reservoir will be fabricated from steel using a minimum $\frac{1}{4}$ inch overlapping seam construction. It shall be designed to prevent aeration and cavitation with all cylinders fully extended. The reservoir shall be mounted above the pump inlet to provide a flooded inlet. Describe the reservoir dimensions and mounting or include a drawing. Give details of how the above requirement is met.
11. The reservoir must include the following items:
 - a. A minimum 24 square inch top clean-out cover. Side clean out covers are unacceptable.
 - b. A filler breather should be incorporated into the cover. The filler breather will have a filtered air vent and a basket screen. The filler shall be located as close to the center of the reservoir as possible and still be easily accessible.
 - c. Removable 100 mesh suction strainer.
 - d. Sight gauge with built in temperature indicator, clearly visible from the ground.
 - e. A nonrestrictive ball valve on the suction line between the suction strainer and the suction hose.
 - f. A magnetic drain plug at the bottom of the reservoir. A magnetic removable rod may be used in conjunction with a standard drain plug in the bottom of the tank.
 - g. The tank shall be equipped with a minimum of one center baffle. The baffle will allow oil to flow around the bottom corners and top. The suction and return ports will be on opposite sides of the baffle. Baffle welds are not to be ground.
 - h. The return line filter is to be a tank top, immersed style. The filtration rating shall be 10 micron nominal with a minimum flow rating of twice the pump output GPM. All return lines, including the filter outlet, are to have downcomers installed, if necessary, so that oil is discharged into the tank below the oil level when all the cylinders are in the extended position.
 - i. If a Parker hydraulic system is used the filter must be a Parker filter with a 10 micron absolute rating. The vendor is required to obtain the approval from Parker

for their 3 year system warranty. State if the system offered meets this criteria.

- j. Filter restriction indication shall be provided. The gauge provided shall be located to be easily readable.
- k. The reservoir shall be thoroughly cleaned to remove any weld slag or manufacturing debris. The reservoir is to be slosed with Randolph 912 Slosing Compound or Senior Engineer approved equivalent.
- l. The reservoir shall be hydrostatically pressure tested at 3 to 5 PSI with no leaks to be allowed.
- m. All mounting hardware is required to be grade 5 minimum either zinc plated steel or stainless steel with locking nuts. Split "lock" washers are not acceptable.

ELECTRICAL AND LIGHTING:

Wiring:

1. Any dealer/vendor added electrical runs shall use the following mil-spec wire: "Alpha" part number 7046, MIL-W-16878D Type D or Automotive Engineer approved equivalent. MIL-W-16878D Type D is a multi-strand, tinned copper wire with a Polyolefin insulation rated at 125 degrees Celsius and 600 volts. All wiring circuits other than the Truck-Lite lighting systems described elsewhere in these specifications shall use this type of wire.
 - a. All wiring shall be color coded and/or numerically laser etched a minimum of every twelve (12) inches.
 - b. Load circuit wires shall be AWG-14 or larger based upon load current and wire run length. SAE standards for wire size vs. run length are to be followed.
 - c. Indicator lamp wires may be AWG-18.
2. All wiring circuits using the MIL-W-16878D Type D wire shall utilize terminals conforming to MIL-T-7928, MS25036, Type II, Class 2 (insulated with an insulation grip).
 - a. Added runs shall use dual crimped (insulator crimp and conductor crimp), using the crimping tool designed for the specific wire.
 - b. Ring terminals with proper diameter mounting screws shall be used on all MIL-Spec wires. Spade or hook terminals are unacceptable.
 - c. Inexpensive, plastic type splices known as "Scotch Locks" or equal will be aggressively rejected and wires using them will be rejected and replaced at Vendor's expense. DO NOT USE THESE DEVICES.
 - d. Full length wire runs only will be accepted. Connections will be made at junction box, lamp housing or appliance only. No in-line splices are acceptable.
3. Wire or wire bundles shall be routed free of chafing and abrasions and shall be supported using industrial grade, non-

corrosive, insulated clamps. Clamp spacing will be approximately 12-inches.

- a. Wires penetrating through bulkheads must use NYLOCK or equal bushing/grommets with ¼" radial clearing between wire/wire bundle and bushing.
 - b. All wiring harnesses shall be "Kellems" PVC jacketed loom, or Senior Engineer approved equivalent.
4. Grounding for any lighting or other electrical device mounted on the debris body shall be provided by a ground wire or strap routed to the truck chassis
 5. All wiring runs shall be continuous and shall connect through sealed junction boxes.
 6. All system control components and wiring shall be protected from weather and road hazards.

Lighting:

1. All lights and reflectors required by DOT, ICC, FMVSS 108 standards and Chapter 46.37 of the Revised Code of Washington shall be furnished. Truck-Lite or Senior Engineer approved equivalent, sealed lighting system installation is required.
2. A "Truck-Lite" flasher, (part# 97201) shall be installed to achieve correct LED lighting flash speed. Hazard lights shall be operational with factory switch.
3. The following lighting, or Senior Mechanical Engineer approved equivalent, shall be installed:
 - a. Installation shall include Truck-Lite series 50 wiring harness with TruckLite 50400 junction box or boxes
 - b. Wiring connections will be made inside lamp housings or junction boxes only.
 - c. Rear Stop/Tail lights, quantity two (2), shall be red LED Truck-Lite, Diamond Shell, 4" Super 44 series.
 - d. The turn lights, quantity two (2), shall be amber LED Truck-Lite, Diamond Shell, 4" Super 44 series.
 - e. The backup lights, quantity two (2), shall be clear incandescent Truck-Lite, 4" 40 series.
 - f. All rear lights shall be flange mounted and protected against damage.
 - g. All clearance lights are to be Truck-Lite LED Model 21 Diamond shell and shall be hard flange mounted.
 - h. One (1) LED license plate light "Truck-Lite" LED model 15.
 - i. Front, rear, and side reflective striping required. Striping will be "3M" reflective truck marking, conforming to DOT requirements.
 - j. Whelen TA870L LED arrow stick or Senior Engineer approved equivalent mounted on the front of the body.
 - k. Whelen TA1664L LED arrow board or Senior Engineer approved equivalent mounted on the rear of the body.
 - l. TruckLite 10275R identification lamps

- m. TruckLite 15226 LED license plate light.
 - n. Whelen Amber Responder R6DXP shall be mounted to the cab as far forward as possible at each top front corner (2 total). Lights mounted to the mirrors are unacceptable.
 - o. Install six (6) Federal Signal DOT series LED Cuda TriOptic lights (Amber in color) Model # MODLED1F with solid flange mount two (2) each at the rear top of the debris body, two (2) each at the bottom of or just below the debris body and two (2) mounted mid-ship, one (1) on each side, to be synchronized by a #650201 Intelli-Flash flasher module. LED lights to be activated by required WiredRite switch on WiredRite switch panel. All lights to be guarded with eyebrows where necessary. Exact location of lights and activation switch to be determined at pre-build meeting.
4. Additional lighting and conspicuity materials shall be supplied as required by the Code of Federal Regulations 49CFR571.108, the Revised Code of Washington, and the Washington Administrative Code.

Switches:

- 1. All switches for added accessories shall be Wired Rite system heavy duty rocker switch assemblies mounted on a Wired Rite panel with LED indicator lights and engraved illuminating legends denoting switch functions.
 - a. Switches shall be internally protected from overload and shall self reset.
 - b. Switch amperage rating shall be determined by the load device being switched. SAE standards shall be followed.
 - c. All controls and switches shall be lighted upon activation, or when the chassis lights are on.
 - d. All controls and instrumentation shall be clearly identified and permanently labeled. Engraving height will be as large as possible given the space limitation of the switch panel.
 - e. A minimum of one (1) unused switch shall be installed in the panel for future use.
- 2. Continuous duty relay, Cole Hersee model 24143 (12 VDC) 200 amp, connected to ignition accessory is required to power "Wired-Rite" panel.
- 3. All circuits shall be protected by auto reset circuit breakers, Potter and Brumfield W58XC4CXXA or Senior Engineer approved equivalent, appropriately rated for each circuit electrical amperage load.
- 4. Switch panel location will be determined at time of installation with the Senior Engineer's approval.
- 5. Engraving height will be as large as possible given the space limitation of the switch panel.

DEBRIS BODY:

1. The debris storage body shall have a minimum useable liquid capacity of 9 cubic yards.
2. The body shall be round or oval for maximum strength.
3. The debris body shall rise to a minimum 50 degree angle above the horizontal plane for dumping.
4. The debris body hoist mechanism shall be equipped with a mechanical prop for safety during maintenance.
5. The debris body hydraulic lift circuit will include one or more hydraulic counterbalance valves, Sun Hydraulics CBCG-CKN-ECJ or Senior Mechanical Engineer approved equivalent, to enhance safety and to facilitate smooth power - down operation.
6. The hoist system shall be double-acting, (power-up and power-down).
7. The vacuum hose and boom assembly shall not rise with the debris body.
8. Dump controls will be located on the curb-side of the unit, well forward of the dumping area for safety.
9. The debris body will be designed in such a manor to deflect the incoming air and debris stream away from the rear door. A deflector plate may be used to direct the debris stream.
10. The debris body shall have an 8-year non pro-rated warranty covering any failure of the body.
11. Describe and state the design advantages of the proposed debris body, door, locking mechanism, drain, overflow prevention system and flush out system. State the material and thickness used for the debris body and door.

DEBRIS BODY REAR DOOR:

1. The rear debris body door will have the same diameter and shape as the debris tank.
2. The rear debris body door shall be full-opening and hinged at the top.
3. A rubber or neoprene compound seal will be provided between the debris tank and the rear door to prevent leakage of liquids from the debris tank.
4. The hinge point of the debris body rear door will be adjustable to allow for seal wear and proper alignment.
5. Hydraulic debris body door open and close shall be provided.

DEBRIS BODY REAR DOOR LOCKING MECHANISM:

1. For safety, the rear door shall lock and un-lock hydraulically.

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2. Each latch shall have an easy means of adjustment without welding or grinding shims.
3. A manual locking system is desired to back up the hydraulic latches for added safety.

DEBRIS BODY DRAIN:

1. The drain system shall be designed to separate excess water from the debris, for the driest possible load discharged at the dump site.
2. The inside of the rear door shall include a baffle system to minimize the clogging of the drain with solids while allowing the maximum discharge of excess water regardless of debris consistency.
3. The drain shall have a lever-controlled butterfly drain valve installed at the opening.
4. The drain will have a hand gun quick disconnect coupler installed between the valve and the debris body. This will be used to break up any clogged debris at the valve entrance.
5. The drain valve shall have 10 feet minimum of 6- inch minimum diameter lay-flat hose attached.

DEBRIS BODY OVERFILL PREVENTION:

1. An automatic system which completely shuts down air flow preventing body overfilling and wastewater discharge into the atmosphere shall be supplied.
2. An internal float device with external indicator shall be supplied to show when the debris body is loaded to capacity.
3. A vacuum breaker system shall be supplied to stop the air flow in the suction hose, and it shall operate from the front hose reel control station without shutting down the vacuum drive system.
4. The vacuum breaker control switch shall enable operator to pick up large debris with boom and place debris on road surface.
5. The vacuum breaker control switch shall also be used for safety; in an emergency the suction must be capable of being shut off from the front operator's station.

DEBRIS BODY FLUSH OUT:

1. A debris body flushout system shall be provided that is permanently plumbed and valved to the high pressure water jet system. The nozzles will be located a minimum of 18 inches off the bottom of the tank to prevent plugging them up with debris.

CENTRIFUGAL COMPRESSOR:

1. The cleaner shall be equipped with a multi-stage, two or three stage, centrifugal vacuum compressor. State the design aspects of this blower that would be a benefit for the City of Seattle.
2. State the performance of the compressor system at standard temperature and barometric pressure. Include the vacuum capabilities at maximum, minimum and midrange restriction. State the vacuum reading after one (1) minute and five (5) minutes with the end of the hose submerged.
3. A system air pressure and flow data sheet, certifying the above performance will accompany the contractor's proposal.
4. The centrifugal compressor shall have a 5-year non pro-rated replacement warranty on the rotor, impeller blades, and housings, covering any failure whatsoever, including, but not limited to, failure from abrasion.
5. State the advantages of the proposed compressor and housing design.
6. State the repair part replacement cost, rebuild cost and estimated lead time for the compressor blower wheel.

CENTRIFUGAL COMPRESSOR DRIVE:

1. The centrifugal compressor and the high-pressure water jet system shall be driven independently from one another and shall be capable of being operated independently from each other.
2. The operator must be able to disengage or stop the rotation of the compressor from the front hose reel operator's station as well as control the amount of vacuum.
3. Give a detailed description of the compressor drive design used. Include drive efficiency data and the technical advantages of this design.
4. State the replacement cost, rebuild costs and estimated lead time for the major components in the compressor drive system.

AIR FLOW FILTRATION:

1. Primary air filtration inside the debris tank prior to the centrifugal compressor will consist of two steel filter screens.
2. A cyclone separator shall be mounted prior to the compressor to remove particles from the air stream. State the design advantages of the separator offered.

VACUUM SYSTEM PICK UP HOSE AND BOOM:

1. The vacuum system pickup hose shall be front loading; with the end of the boom suction hose attached at the front hose reel operator's station during transport, and include the following features:
 - a. The 8 inch I.D. vacuum pickup system shall be supported on a boom which will provide a minimum of 11 feet vertical lift. State total vertical lift offered.
 - b. Vacuum hose shall be 8 in. I.D. Kanaflex -type or equal upper and lower sections with a heavy duty fixed steel elbow for wear. State the elbow material and thickness used.
2. The boom shall have a minimum lift capacity of 700 lb. at the front bumper.
3. A large boom swing is advantageous, providing the operator with a larger work area. The boom shall rotate by hydraulic power a minimum of 160 degrees, (90 degrees right and 70 degrees left of the truck center line). Boom rotation shall be unobstructed within the 160 degrees horizontal movement regardless of boom lift angle. State total boom swing to each side.
4. A large boom extension is also advantageous, providing the operator with a larger work area. The boom shall telescope a minimum of 8 feet straight forward from the full retracted position without having to add tubing or change steel elbows. State the total length the boom can be extended.
5. Elevation of the suction inlet tube will not change while the boom telescopes.
6. Control of the boom shall be by means of a joystick control at the operator's station, requiring no cables at operator's feet for boom operation.
7. The joystick shall have a safety lock-out button which must be activated in order for the joystick to function.
8. A six-way pendant control shall be provided for remote operation of the boom and have adequate cord length to reach entire working area of boom.
9. Eight-inch aluminum pipe extensions to clean to 20 feet shall be carried on the truck as follows: One 6.5 foot nozzle, and one of each 6 foot, 5 foot and 3 foot. In addition, 20 feet total of 6-inch pipe plus adapter shall be carried on the truck.
10. Tube storage rack or racks shall be supplied. The racks will be capable of holding all the suction tubes specified in 9 above. These are to be stored on a "Lazy Susan" style rack or a powered (electric, pneumatic or hydraulic) fold down type side rack. Either style must allow easy access to the tubes from ground level. Specify the style rack offered, and the advantage of this style rack.
11. The boom elbow shall be capable of being disconnected, unplugged, and re-connected in 20 minutes or less. The

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boom elbow shall be capable of being completely replaced in 30 minutes or less.

12. A boom tie down with lock shall be supplied to keep the boom in stationary position while unit is traveling over the road.

JET RODDER HOSE REEL ASSEMBLY:

1. A jet rodder hose reel with a minimum 30-inch inside diameter and a capacity of 600 feet of 1-inch I.D. sewer hose shall be mounted on the front of the vehicle.
2. The hose reel shall be hydraulically powered in both directions. Describe hydraulic drive system.
3. The controls for operating the hose reel drive motor shall incorporate a flow control device to regulate the rotational speed of the reel in both directions.
4. If a chain and sprocket drive is used, it shall have a protective guard to prevent operator contact.
5. The hose reel shall articulate, swing, or rotate a minimum of 175 degrees allowing operator to work in any position through this arc. State the total rotation of the reel offered.
6. An automatic level wind guide shall be provided on the hose reel.
7. Bypass valves shall be supplied to allow the operator to manually rotate or telescope the reel in order to tilt the hood and check fluids without starting the engine.
8. All controls for operating the high pressure water system will be mounted on this reel assembly frame.
9. A hose footage counter shall be supplied. The footage counter will pivot on sealed permanent lubricated bearings.
10. A water pressure gauge shall be provided at the front hose reel operator's station.
11. The hose reel assembly and boom rest shall swing clear so as not to interfere with chassis engine servicing.
12. A means shall be provided of towing the truck without damaging the hose reel or any of its associated structure or components. This can be in the form of a tow bar or other means to allow a typical tow vehicle to attach and tow. The towing method or arrangement must be documented in the operator's or service manual. Describe what provisions have been made for towing. Include pictures, drawings or operator's manual pages of towing arrangements if available.
13. The hose reel shall remain stable throughout the range of normal working conditions and hose retraction. Describe the reel features that improve its stability.

WATER SUPPLY AND WEIGHT LIMITS:

1. The water tanks shall have a minimum usable capacity of

- 1200 gallons.
2. The water tanks shall be constructed of cross-linked polyethylene, aluminum or stainless steel.
 3. The water tanks will be mounted as low as possible to provide a low center of gravity for truck stability. Describe tank mounting location.
 4. The cab and chassis with a driver, a passenger and fuel, with a 200 inch wheel base, a 200 inch cab to axle, 58 inch front bumper to cab and 256 cab to rear of frame, will have a front axle ground weight of 11,505 pounds and a rear axle ground weight of 7,810 pounds. The fore and aft placement of the water tanks in relation to the debris body shall be such that with all options installed the front axle weight does not exceed 20,000 pounds and the rear tandem axle weight does not exceed 34,000 pounds. Provide the axle weight calculations for the completed unit per this specification in the following loading configuration:
 - (a) Fresh water tanks empty, 300 pounds of tools and equipment, and 8 cubic yards of debris in the debris tank.
 - (b) Fresh water tanks full, 300 pounds of tools and equipment, and the debris body empty.
 - (c) Provide the calculations showing the maximum number of gallons of fresh water that may be carried with a full debris tank. The following warning (or one to the same affect) must be included in the operator's manual and displayed in the cab in view of the operator:

**DO NOT OPERATE THIS TRUCK WITH A FULL
DEBRIS TANK AND MORE THAN (XXX) GALLONS
OF WATER IN THE FRESH WATER TANKS**

Where XXX equals the maximum number of gallons of water that can legally be carried with the full debris tank.

- 5 Repeat the above analysis for the five cubic yard debris body and 1000 gallons of fresh water.
- 6 The water tanks shall be independent from and not rise with the debris tank.
- 7 An air gap anti-siphon device to fill the water tanks shall be installed.
- 8 A 2-1/2 inch diameter, 25 foot long hydrant hose with threaded firehose connections on both ends. Clamp on fittings are not acceptable. A storage container for the hose will be installed on unit.
- 9 A fill filter or strainer shall be installed at the fill point.
- 10 Water tanks shall be equipped with an access hatch for inspection, flushout, gravity filling and for adding chemicals to the fresh water supply.
- 11 A sight gauge or other means to indicate water level will be

- located within sight of the operator station.
- 12 A water level indicator or low water indicator light shall be provided at the front hose reel.
 - 13 The water tanks shall have a minimum 10-year non pro-rated replacement warranty for damage or failure of any kind, including but not limited to, side and top impacts. The only excluded damage shall be deliberate puncturing by vandals.

HIGH PRESSURE WATER PUMP:

1. A variable flow high-pressure water pump, rated at a minimum of 0 to 80 gallons per minute and 0 to 2500 psi, with continuous pressure and flow, shall be supplied on the unit. The variable flow water system shall be capable of continuously delivering at least 80 GPM at 2000 PSI or 65 GPM at 2500 PSI. Describe the pump offered. Include the make, model and performance data.
2. The high pressure water pump system shall be capable of offering both smooth and pulsed water flow. An accumulator may be provided to convert pulsed flow to smooth continuous flow. If smooth water flow is already provided then, a means must be provided to generate a pulsed flow. Either the accumulator or pulse generator shall be capable of being switched in and out. Describe the pulsing or un-pulsing system offered. Describe the advantage of this type of system.
3. Controls for flow selection shall be at the front operator's station near the hose reel.
4. The water pump shall operate independently of the vacuum system and be powered by the auxiliary engine via direct belt drive or the chassis engine via PTO and hydraulic drive.
5. Controls for starting/stopping the water pump and to vary the flow and pressure shall be at the front hose reel operator's station.
6. Ball valve or valves shall be provided for complete drainage of the high pressure pump and lines for subfreezing storage.
7. A valve, of the same or greater size as the pump inlet line, shall be provided so the flow of fresh water to the pump can be shut off for maintenance. Means must be provided to lock the valve in the open position to prevent accidental operation with the valve closed.
8. Describe the pump susceptibility to cavitation. Describe the system design features that prevent pump cavitation from occurring.
9. Describe the pump susceptibility to over pressurization if a line is blocked or plugged. Describe the design features that prevent pump over pressurization from occurring.
10. An inlet filter or filters, rated at a minimum of twice the pump flow, shall be provided in the pump inlet line. The filters and housings are to be made of a corrosion resistant material.

State the rated flow and the material and any surface treatment used in the housing and filter screen.

11. State the spare parts replacement cost, rebuild costs and estimated lead time for the major components in the high pressure water pump system.

WATER SYSTEM PURGE:

1. A system shall be provided for air purging of the water system to prevent damage from freezing. The system shall utilize air from the truck chassis. Describe the purge system.

AUXILIARY ENGINE:

1. The auxiliary engine for the storm drain and catch-basin cleaner shall be diesel fueled, four stroke, water cooled, inline type with adequate power for its application. The auxiliary engine shall be used to drive either the water pump or the centrifugal compressor, but not both. The engine must meet EPA Tier 2 emission requirements. State the make, model and performance data of the auxiliary engine used.
2. Engine filters shall be spin-on type where practical. Filters shall provide full protection for the engine and be sized for "severe service duty." The filters shall include the following:
 - a. Fuel filter with water separator.
 - b. Oil filter
 - c. Air cleaner, heavy-duty with pre-cleaner (location to be such that the chassis engine exhaust is not ingested.)
 - d. Cooling system filter anti-corrosion, resistor-coolant type.
3. The cooling system for the engine shall provide proper cooling with an ambient temperature range from minus 30 degrees Fahrenheit to plus 100 degrees Fahrenheit.
4. The engine shall be capable of cold weather starting using only controls on the auxiliary engine control panel.
5. The engine shall be equipped with a critical silencer muffler. The exhaust system shall have a 90 degree elbow, if vertical to minimize the entry of rain water. State the sound pressure level in dBA of the engine at operating speed.
6. The engine instrumentation shall include water temperature, ammeter, hour meter, tachometer, and oil pressure gauges.
7. The engine shall be equipped with a 12-volt electric system to include starter, alternator and battery.
8. The engine shall be equipped with a low oil pressure-high temperature shutdown. Switch gauges shall not be used for shutdown devices.
9. The auxiliary engine shall obtain its fuel from a tank supplied with the truck chassis.
10. The auxiliary engine will be enclosed. The fan will be completely enclosed inside a fan guard.

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11. Controls to stop and start the auxiliary engine shall be located at the front hose reel operator's station.
12. The auxiliary engine throttle control shall be located at the front hose reel operator's station.
13. A 110-volt AC thermostatically controlled immersion block heater shall be installed on the auxiliary engine and connected to a weatherproof receptacle (J. Jeb plug kit PK1212 or equal) on the driver's side of the cab. The receptacle shall be separate from the chassis engine immersion heater receptacle,

CATCH BASIN CLEANING SYSTEM:

1. The high pressure pump and water supply tanks furnished for the jetting system shall also be used to supply a minimum of 20 GPM water to a hand gun system with a relief pressure setting of approximately 600 PSI.
2. One full functioning hand gun shall be supplied with on/off handle, replaceable nozzle tips, and one foot extension hose with quick disconnect fitting. The tips will consist of a sand type penetrator nozzle, a round head sanitary nozzle and a 15 degree penetrator nozzle.
3. 50 feet of ½ inch high pressure hose with quick disconnect fitting shall be provided on a on a spring retract hose reel, to supply water under pressure to the hand gun. This reel is to be mounted on the curb side of the vehicle.
4. A lateral cleaning kit, which consists of an additional 150 feet of ½ inch hose installed on a hose reel, shall be mounted at the driver's side front of the vehicle.
5. The hand gun shall also attach to the system via quick-couple type connections at the front, rear, curb and driver's side of the unit.
6. A handgun storage rack or tube shall be provided for the gun when not in use.

JET HOSE AND NOZZLES:

1. A 600 foot x 1 inch high pressure jet hose, rated for minimum 3000 PSI working pressure and 7500 PSI burst pressure shall be provided on the unit with the following items:
 - a. Leader hose, 1" x 10'.
 - b. Heavy-duty hose guide (Tiger Tail).
 - c. Hose level wind hose guide.
 - d. Sand-type penetrator nozzle, 15 degree, 60 GPM, 2000 PSI.
 - e. Round head sanitary nozzle, 30 degree, 60 GPM, 2000 PSI
 - f. Penetrator nozzle, 15 degree, 35 GPM, 2500 PSI minimum
 - g. Radial nozzle, 30 degree, 35 GPM, 2500 PSI minimum

TOOL BOXES:

1. Polished aluminum or stainless steel tool boxes, as large as possible, shall be installed on each side of the unit. Tool boxes will have 3-point locking stainless T-handle latches or Sr. Engineer approved equivalent. The tool boxes shall be water proof. The tool box doors shall open upward with air shocks. Floors shall slope downward one inch from the front to back with drain holes at the lower corners. An expanded metal, aluminum or stainless steel, grating shall be installed in the bottom of each box.
2. A full width cross box approximately 16" x 42" x 96" will be installed behind the cab. The cross box shall be water proof. It will have doors that open at each end.
3. Storage provisions shall be provided, in addition to the tool boxes described above for all hoses, pipe extensions, and all other loose items required and provided with the unit.

MISCELLANEOUS FEATURES:

1. Any special tools required for normal operation, maintenance, and adjustment of the storm drain and catch-basin cleaner shall be provided.
2. A hydrant wrench shall be furnished with the cleaner.
3. A closed circuit rear vision back up camera and monitor system shall be installed. Describe system offered.
4. Centralized lubrication area, manifold or system is to be provided. The system is to consist of no more than two locations, reachable from ground level, for lubricating the grease points throughout the body. Describe system offered.
5. A six (6) inch work vise is to be installed on or near the rear bumper.
6. Two ring style cone holders for 24 inch cones will be installed near the rear bumper.
7. One (1) hand held spotlight with 40 foot cord and autoreel.

PRE-BUILD MEETING:

1. The winning proposer will be required to attend a pre-build meeting at a City of Seattle facility, to be determined after award, for the purpose of reviewing options chosen and resolving any potential problems of mating up with the cab/chassis.

COLOR:

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1. The unit shall be painted white, Dupont Imron 5000 N0010, or Senior Mechanical Engineer approved equivalent, with no additional stripes or styling enhancements and no advertising. A contractor's identification label, no larger than 8 inches by 4 inches may be affixed to the side or rear of the unit.

OPTIONS:

1. Quote a 2-1/2 inch firehose threaded male connector will be provided to drain the fresh water tanks. A shut off valve will be located in the line where it can be easily reached. This drain will be used to enable the vehicle to be used for water storage and transportation for special Fire Department applications.
2. Quote an air activated knife decant valve.
3. One of the cleaners may be used for ditching work. Explain what extra equipment would aid slow speed ditching work, how it would aid, and prices for this equipment.
4. Quote 24 inch wide cross box in lieu of 16 inch wide box.
5. A tool, accessory and options price list is to accompany the vendor's proposal.
6. Quote Loadman on board scale system with a digital display in the cab, visible to the driver.
7. Quote a five (5) yard debris body in lieu of the nine (9) yard body in the base spec.
8. Quote 1000 gallon fresh water tanks in lieu of the 1200 gallon water tanks in the base spec.
9. Quote guarding for all exposed lighting that could be hit by overhanging tree branches.

PROJECT MANAGEMENT:

1. The bid price submitted shall include the cost of having two (2) City of Seattle employees travel to the vendors assembly facility when the vehicle reaches approximately 85% complete (based on manufacturing schedule), agree on locations for controls, emergency lighting and inspection of manufacturing quality control.
2. The unit may be inspected at any time during construction. All costs for travel meals and lodging associated with the above mentioned specification reviews, and/or construction progress inspection trips shall be borne by City of Seattle if within the greater Seattle area. Any travel that requires an excess of 2.5 hours one way from The City of Seattle's Fleet Services Shop at 805 South Charles Street, Seattle, WA 98134 shall be paid by the contractor.
3. State a deduct price for deleting the project management requirement of this specification.

CHASSIS PICKUP:

1. The vendor shall pick up the chassis at 805 Charles Street, Seattle, Washington. The vendor shall be responsible for all transportation costs. This fee must be included in your base bid.
2. Quote price deduction for having the cab chassis shipped directly to the proposer's assembly facility. State location of facility.

DELIVERY:

1. State estimated delivery after receipt of the cab / chassis.
2. Deliver the completed unit FOB to:
City of Seattle
Fleet Services Shops
805 South Charles Street
Seattle, WA 98134
Contact the Truck Shop Operations Supervisor, Mr. John Sattler, at 206-386-1153 for further instructions.
3. The unit shall have full dealer preparation and be ready for service when delivered.
4. All equipment and components necessary for operation and normally supplied shall be furnished, even if not called out in specifications.
5. Three complete sets of keys for all locks shall be provided.
6. Three (3) copies each of the following manuals are required at time of delivery:
 - a. Operator, service, and parts manuals covering the body and controls and all equipment supplied for sewer and drainage cleaning.
 - b. Any and all available manuals and parts lists in CD-ROM format shall be supplied.
7. A spare filter cartridge set (hydraulic, air, water, etc.) shall be delivered with the unit. The set shall consist of all filters used on the unit and shall be packaged as a group in a plastic water proof bag.

TRAINING:

1. Unit price shall include a minimum of 8 total hours of mechanic training and 8 hours total of operator training to be conducted in as many as 4 separate sessions.
2. Training will be conducted at the City of Seattle Shops at 805 Charles Street, Seattle, WA 98104. Contact John Sattler at 206-386-1153 to coordinate the training sessions.

PRODUCT SUPPORTABILITY:

1. State the location of the closest parts and service facility, how much parts inventory is carried for the offered product at this facility, how many factory trained and / or certified mechanics are employed at this facility, and how many customers does this facility serve?
2. Provide in detail how you intend to support your product.

WARRANTY:

1. It is advantageous for the City to have a full time, complete local (within 50 mile radius of FFD shops located at 805 South Charles Street, Seattle, Washington 98134) parts and service facility offering factory authorized service and a parts supply adequate to perform complete warranty repairs. State the location of the service facility, distance from the City shops, number of factory trained mechanics, size of parts inventory and procedure for obtaining repairs and parts.
2. In addition to any warranties offered by the truck chassis manufacturer and OEM suppliers, and in addition to other warranties required in this specification, the contractor shall warrant the sewer and catch basin cleaner, water jet and all of its components and systems against all systems and component failures for period of 3 years starting with the City of Seattle's in-service date.
3. Any portion of the contractor's standard warranty that exceeds the term of 3 years shall apply to this contract.
4. The warranty shall not apply to vandalism.
5. Warranty service and recall work must be performed by seller and seller must accept responsibility for transportation Contractor must respond to a call for warranty service within 24 hours. All costs of warranty repair and service including shuttling shall be borne by the contractor.
6. Warranty shall begin on date unit is placed into service, not delivery date. Contractor-provided delayed warranty forms will be completed and returned when vehicle enters service.
7. A copy of all applicable warranties must be submitted with bid package. Additional data entry form shall be completed and delivered with vehicle.

ADDITIONAL DATA ENTRY FORM:

1. The equipment additional data entry form shall be completed and delivered with the unit. See attached sample.

FleetAnywhere

Specifications: Data Entry Form

Please enter the following description information:

Vendor Name: _____

Contract Number: _____

Project Number: _____

For Equipment Numbers: _____

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

BASIC INFO TAB:

| | |
|---|---|
| Quantity of axles: <input style="width: 80%;" type="text"/> | Sheave height: <input style="width: 80%;" type="text"/> |
| Cab axle length: <input style="width: 80%;" type="text"/> | Paint code: <input style="width: 80%;" type="text"/> |
| Wheelbase: <input style="width: 80%;" type="text"/> | |
| Frame section modulus: <input style="width: 80%;" type="text"/> | |

Comment: _____

WEIGHTS TAB:

| | |
|---|--|
| Scale: <input style="width: 80%;" type="text"/> | |
| Gross: <input style="width: 80%;" type="text"/> | |
| Lic gross: <input style="width: 80%;" type="text"/> | |

| Type | Date | Front | Rear | Total |
|---------------------------|------|-------|------|-------|
| (In service scale weight) | | | | |

CAPACITIES TAB:

| | | |
|--------------------------------------|--|--|
| Fuel: | Capacity: | Unit: <input type="checkbox"/> gallon <input type="checkbox"/> quart |
| Oil: | Capacity: | Unit: <input type="checkbox"/> gallon <input type="checkbox"/> quart |
| Transmission Fluid: | Capacity: | Unit: <input type="checkbox"/> gallon <input type="checkbox"/> quart |
| Auxiliary transmission fluid: | Capacity: | Unit: <input type="checkbox"/> gallon <input type="checkbox"/> quart |
| Transfer case fluid: | Capacity: | Unit: <input type="checkbox"/> gallon <input type="checkbox"/> quart |
| Differential fluid: | Capacity: | Unit: <input type="checkbox"/> gallon <input type="checkbox"/> quart |
| Cooling system fluid: | Capacity: | Unit: <input type="checkbox"/> gallon <input type="checkbox"/> quart |
| CNG: | <input style="width: 100px; height: 20px;" type="text"/> | |

COMPONENT WARRANTIES TAB:

| Component type: | Vendor ID: | Warranty Deductible: | Duration (months): | Duration (meter units): |
|----------------------|------------|----------------------|--------------------|-------------------------|
| Air Conditioning | | | | |
| Associated Equipment | | | | |
| Body | | | | |
| Cargo Pump | | | | |
| Chassis | | | | |
| Differential | | | | |
| Electrical | | | | |
| Emissions Control | | | | |
| Engine | | | | |
| Fuel Tank | | | | |

COMPONENT WARRANTIES TAB (continued):

| Component type: | Vendor ID: | Warranty Deductible: | Duration (months): | Duration (meter units): |
|------------------------|-------------------|-----------------------------|---------------------------|--------------------------------|
| Hose | | | | |
| Hose Reel | | | | |
| Measure Chamber | | | | |
| Nozzle | | | | |
| Other Component | | | | |
| Overfill Pipe | | | | |
| Register | | | | |
| Tires | | | | |
| Transmission | | | | |
| Turbo | | | | |
| Wheel Chair Lift | | | | |

SPECIAL EQUIPMENT TAB:

| Type: | Manufacturer: | Model: | Size: | Part number: |
|--------------|----------------------|---------------|--------------|---------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

EQUIPMENT SUBSYSTEM AND PARTS

| Property | Description | Part ID | OEM Part # | Display? Y / N |
|---------------------|-------------|---------|------------|-------------------|
| Alternator | | | | |
| Aux Transmission | | | | |
| Axle Front | | | | |
| Axle Rear 1 | | | | |
| Axle Rear 2 | | | | |
| Battery 1 | | | | |
| Battery 2 | | | | |
| Belts | | | | |
| Body | | | | |
| Brake Compressor | | | | |
| Brake Front | | | | |
| Brake Hydrovac | | | | |
| Brake Rear | | | | |
| Brake System | | | | |
| Engine | | | | |
| Filters | | | | |
| Hoses | | | | |

**EQUIPMENT SUBSYSTEM AND PARTS
(continued)**

| Property | Description | Part ID | OEM Part # | Display? Y / N |
|-----------------------|--------------------|----------------|-------------------|---------------------------|
| Parts | | | | |
| Suspension | | | | |
| Tire Size | | | | |
| Tires Front | | | | |
| Tires Pressure | | | | |
| Tires Rear | | | | |
| Transfer Case | | | | |
| Transmission | | | | |
| Wheel Front | | | | |
| Wheel Rear | | | | |

ATTACHMENT 2 TO RFP # _____
FINANCIAL PROPOSAL
COMBINATION SEWER AND CATCH BASIN CLEANER MACHINE

Basic nine cubic yard body mounted on a City of Seattle supplied chassis per the specification: \$ _____

Price for options listed in the specification:

1. Firehose drain \$ _____
2. decant valve \$ _____
3. ditching attachments \$ _____
4. 24 inch cross box \$ _____
5. Options list attach additional pages
6. Loadman scale system \$ _____
7. Five Yard body in lieu of nine yard body \$ _____
8. 1000 gallon tanks in lieu of 1200 gallon tanks \$ _____
9. Guarding for lights \$ _____

Price Escalation Factors

1. One (1) year after proposal submittal date: _____ x (times) Basic Unit Price
2. Two (2) years after proposal submittal date: _____ x (times) Basic Unit Price
3. Three (3) years after proposal submittal date: _____ x (times) Basic Unit Price
4. Four (4) years after proposal submittal date: _____ x (times) Basic Unit Price

Company Name

Date

Signature

Phone

Printed Name

Fax

CHANGES/CLARIFICATIONS TO RFP #FFD-081204

1. **Question** - Page 2 of 10, Delivery schedule, change wording to “after receipt of chassis at the factory and accepted by the body builder.”
Answer - This is a generic statement from the RFP explanation, explaining the desire for quick delivery. In the specification on page 19, under Delivery, item 1 asks for the delivery after receipt of chassis.

2. **Question** - Page 3 of 10, IV Proposal Evaluation, Item 3e, Explain criteria for “Vendor Performance”

Answer - Vendor performance is a rating of vendor’s past relationship and performance while doing business with the City of Seattle. The type of Customer Service that has been displayed when responding to calls, turn-around time, etc. Has the vendor demonstrated integrity and professionalism?

If we have not had business history with a Proposer, they are given a neutral rating. If we have worked with a Proposer previously and our experience has been positive, they are given a high rating and consequently a negative experience will receive a lower rating.

3. **Question** - Page 2 of 21, General Requirements, Item 2, Eliminate inspection coupons and ID cards.
Answer – The spec states “Each unit shall include all inspection coupons and warranty identification cards furnished to general trade.” This is a generic statement saying in essence that whatever is supplied to your non governmental customers must be supplied to the City of Seattle.
4. **Question** - Page 3 of 21, Hydraulics, Item 5, Clarify hydraulic hose requirement.
Answer - This statement is for “Dealer installed hydraulic hoses” not factory installed. The City is not asking the factory to change their Engineered product. This statement is there to insure that any **dealer installed** hoses are able to withstand the abusive environment that these machines must work in. Please submit a statement of the manufacturer and hose designation for dealer installed hoses if any.
5. **Question** - Page 4 of 21, Hydraulics, Item 11a, revise language.
Answer - The spec states “A minimum 24 square inch top clean-out cover. Side clean out covers are unacceptable.” Revise this statement to read: “A clean-out cover of at least 24 square inch is required. Tank top cover is preferred. Describe the clean-out cover you are providing and describe the design features that prevent leakage.”
6. **Question** - Page 4 of 21, Hydraulics, Item 11d, Eliminate requirement for temperature indicator on the hydraulic tank.
Answer - The spec states, “Sight gauge with built in temperature indicator, clearly visible from the ground.” Add the following: “or other means to allow the operator to

monitor hydraulic system temperature.”

7. **Question** - Page 4 of 21, Hydraulic, Item 11h, add the words “external side-mounted spin-on type” to the end of the first sentence.

Answer - The spec states, “The return line filter is to be a tank top, immersed style.” Revise to read, “A tank top, immersed style return filter is desired. A spin on style filter is acceptable but the filter head must be mounted on a dedicated mounting bracket and positioned in such a way that it is protected from damage but accessible for maintenance. Filters hanging off the tank via a pipe nipple are not acceptable.”

8. **Question** - Page 8 of 21, Debris body warranty, Item 10, add the words “except for failure resulting from misuse, abuse, negligence, accident, or improper maintenance.”

Answer - The City of Seattle does not expect warranty in any of these cases. Please clarify this in your warranty statement.

9. **Question** - Page 10 of 21, Centrifugal Compressor, Item 2, define “standard temperature and barometric pressure.”

Answer - Standard temperature is 70 degrees F. Standard pressure is 14.7 PSIA or 0 PSIG.

10. **Question** - Page 10 of 21, Centrifugal Compressor Item 4, eliminate the word “whatsoever” and add the words “except for failure resulting from misuse, abuse, negligence, accident, or improper maintenance.”

Answer - The spec states, “The centrifugal compressor shall have a 5-year non pro-rated replacement warranty on the rotor, impeller blades, and housings, covering any failure whatsoever, including, but not limited to, failure from abrasion.” Revise it to read: “The centrifugal compressor is to have a 5-year non pro-rated replacement warranty on the rotor, impeller blades, and housings, covering any failure, including, but not limited to, failure from abrasion and excluding misuse or abuse. Please clarify this in your warranty statement.”

11. **Question** - Page 10 of 21, Air Flow Filtration, Item 2, change wording for cyclone separator to add the word “true”.

Answer - Submit an explanation of how the design functions and the advantage of it as stated in the spec.

12. **Question** - Page 12 of 21, Jet Rodder Hose Reel Assembly, Item 12, Define “typical tow vehicle”.

Answer - The large units are being mounted on a Peterbilt 320 cab over chassis truck. The small unit is being mounted on a Peterbilt 335 conventional. Each may have it's own unique towing problem with the large hose reel on front. A “typical tow vehicle” as used by the City of Seattle is a 30,000 pound capacity, 110” reach axle lift. If a different type of tow vehicle is required, please state the design needed in your proposal.

13. **Question** - Page 14 of 21, Water Supply and Weight Limits, Item 13, Eliminate the words "of any kind" from the first sentence and add the words "except for failure resulting from misuse, abuse, negligence, accident, or improper maintenance" to the end of the sentence.
Answer - The spec states, "The water tanks shall have a minimum 10-year non prorated replacement warranty for damage or failure of any kind, including but not limited to, side and top impacts. The only excluded damage shall be deliberate puncturing by vandals." Add the following: "misuse, abuse, negligence, accident or improper maintenance." Please clarify this in your warranty statement.
14. **Question** - Page 14 of 21, High Pressure Water Pump, Item 1, change the second sentence to read "The variable flow water system shall be capable of continuously delivering at least 80 GPM at 2000 PSI or 65 GPM at 2500 PSI to the hose reel."
Answer - The City of Seattle is requesting information, including performance on the pump offered and any optional higher performance pumps. Please include this information in your proposal for evaluation by the technical team.
15. **Question** - Page 14 of 21, High Pressure Water Pump, Item 7, change the second sentence to read "If pump can be damaged by running without water, a means must be provided to lock the valve in the open position to prevent accidental operation with the valve closed."
Answer - The shut off valve is required for maintenance. Item 8 addresses the issue of pump cavitation. Please include technical information on the pumps advantages, including the run dry situation in your proposal for evaluation by the technical team.
16. **Question** - Page 16 of 21, Catch Basin Cleaning System, Item 2, eliminate the second sentence.
Answer - Remove the sentence "The tips will consist of a sand type penetrator nozzle, a round head sanitary nozzle and a 15 degree penetrator nozzle."
17. **Question** - Page 17 of 21, Tool Boxes, Item 1, eliminate the fourth, fifth, and sixth sentences.
Answer - The statement on tool boxes is what is required by the City of Seattle. Include any added expenses in your proposal price.
18. **Question** - Page 18 of 21, Color, Item 1, Are manufacturer standard stripes and logos acceptable?
Answer - The manufacturer is allowed to have the standard markings. The vendor is only allowed to have the nameplate. Please delete the words "with no additional stripes or styling enhancements and no advertising."
19. **Question** - Page 18 of 21, Options, Item 2, is this to be quoted in lieu of or in addition to the body drain described on page 9 of 21?
Answer - The air activated knife decant valve is in addition to the body drain described on Page 9 of 21.

20. **Question** - Page 18 of 21, Options, Item 3, clarify what this item refers to. Does it mean the ability to vacuum while the truck is moving or does it refer to hydro excavating.
Answer - The smaller unit will be required to vacuum out short runs of ditches. An explanation of a cost effective method of performing this task, without overheating the truck, is desired.
21. **Question** - Page 18 of 21, Project Management, Items 1 and 2, these items need to be clarified as to the exact number of trips as it will effect to deduct price mentioned in item 3.
Answer - The City of Seattle is requiring one trip, total, to go to the factory to resolve any issues that may arise. Once these issues are resolved it is expected that all units for the remainder of the contract, will be built following the same guidelines.
22. **Question** - Page 19 of 21, Training, Item 1, clarify, does this mean 4 2- hour sessions totaling 8 hours of each or 4 8-hour sessions totaling 32 hours of each?
Answer - The training is to consist of a total of eight hours of mechanics training and an additional eight hours of operator's training, for a total of 16 hours **per unit purchased**. Because of varying schedules, the training may need to be performed in 2 to 4 sessions.
23. **Question** - Page 20 of 21, Warranty, Item 4, add the words "misuse, abuse, negligence, accident, or improper maintenance" to the sentence.
Answer - Revise the statement to read, The warranty shall not apply to vandalism, misuse, abuse, negligence, accident, or improper maintenance.
24. **Question** - Page 20 of 21, Warranty, Item 5, Change the last sentence to read "All costs of non-chassis related warranty repair and service including shuttling shall be borne by the contractor."
Answer - This contract is for the body only, not the chassis. Consequently, the winning proposer will be responsible for the body, the mounting of that body on the chassis and the proper operation of the body and it's components from that point forward. The chassis manufacturer is responsible for the warranty according to the contract the chassis was purchased on.

Exhibit I - PROPOSAL CERTIFICATION

PROPOSER NAME _____

RFP # FFD-081204

Page 1 of 1

The undersigned Proposer hereby certifies as follows:

1. That he/she has read the City of Seattle's RFP # and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the requirements stated herein.

| Addendum | Issue Date |
|----------|------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. That he/she has had opportunity to ask questions regarding the RFP, and that such questions having been asked, have been answered by the City.
3. The Proposer's RFP is valid for ninety (90) days.

Dated at _____, this _____ day of _____, 2004
(Location) (Day) (Month)

Signature Title

Company

Exhibit II - NON-COLLUSION CERTIFICATE

PROPOSERS NAME _____

RFP # FFD-081204

Page 1 of 1

State of _____)
County of _____) ss.

The undersigned, being duly sworn, deposes and says that the person, firm, association, partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a proposal to the City of Seattle for consideration in the award of a contract for sewer/catch basin cleaners.

Name of Firm

Signature

Title

Sworn to before me this

_____ day of _____, 2004.

Notary Public

The City of Seattle
PURCHASE ORDER/VENDOR CONTRACT

Terms and Conditions

- 2.1 **Entire Agreement:** This Purchase Order/Vendor Contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City's RFQ, all addenda to the RFQ, and the Contractor's response to the RFQ are explicitly included in this Purchase Order/Vendor Contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Purchase Order/Vendor Contract amendment; the Purchase Order/Vendor Contract; the most recently issued addendum to the City's RFQ; the City's RFQ; and the Contractor's response to the RFQ.
- 2.2 **Term:** The term of this Purchase Order/Vendor Contract shall commence on the date the City's Buyer signs the same and shall expire sixty (60) days after the date of the "Last Item Due Date" stated on the Purchase Order/Vendor Contract form signature page
- 2.3 **Freight:** Prices include freight prepaid and allowed. The Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
- 2.4 **Title:** Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.
- 2.5 **Overages/Underages:** Shipments shall correspond with the Purchase Order/Vendor Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.
- 2.6 **Schedule:** Unless the City's Buyer requests a change in schedule, the Contractor shall deliver the items or render the services by the "Last Item Due Date" stated on the Purchase Order/Vendor Contract form signature page. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Purchase Order/Vendor Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Buyer of such difficulty and the length of the anticipated delay.
- 2.7 **Payment:** Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefor.
- 2.8 **Unlawful Overcharges:** The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 2.9 **Price Warranty:** The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that prices shown on this Purchase Order/Vendor Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.
- 2.10 **Warranties:** The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 2.11 **Date Warranty:** Vendor warrants that all Software provided under this Contract: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Software, or interact with date records of the Software ("Date Warranty"). In the event a Date Warranty problem is reported to Vendor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Vendor shall send, at Vendor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Vendor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.
- 2.12 **Recycled Content:** Whenever practicable, the Contractor shall use reusable products, recyclable products and recycled-content products including recycled content paper on all documents submitted to the City. The Contractor shall certify, in the form of a label on the product or a sworn statement accompanying the Contractor's response to a City Request for Price Quotations, the percentage of recycled content in every product proposed to be sold to the City, including the percentage of post-consumer waste in such product.
- 2.13 **Non-Discrimination and Equal Employment Opportunity:** During the term of this Purchase Order/Vendor Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City's Director of Finance setting forth the provisions of this nondiscrimination clause.

2.14 Non-Discrimination in Contracting:

- 2.14.1 Notwithstanding any other provision in this Purchase Order/Vendor Contract, City utilization requirements for Women and Minority Business Enterprises ("WMBEs") shall not apply to this Purchase Order/Vendor Contract. No minimum level of WMBE subcontractor participation shall be required as a condition of receiving award of the contract and no preference will be given to a bidder for its WMBE utilization or WMBE status. Any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the RFQ will continue to apply.
- 2.14.2 The City encourages the Contractor to employ a workforce reflective of the region's diversity.
- 2.14.3 **Discrimination** – The Contractor shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- 2.14.4 **Record-Keeping** – The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Purchase Order/Vendor Contract, relevant records and information necessary to document the Contractor's utilization of WMBEs and other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Purchase Order/Vendor Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.
- 2.14.5 **Affirmative Efforts to Utilize WMBEs** – The City encourages the utilization of Minority Business Enterprises ("MBEs") and Women Business Enterprises ("WBEs") (collectively, "WMBEs"), in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:
- Placing all qualified WMBEs attempting to do business in The City of Seattle on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by the City, in sufficient time to allow such businesses to respond to the written solicitations.
 - Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation in small businesses including WMBEs.
 - Establishing delivery schedules, where the requirements of the contract permit, that encourage participation by WMBEs.
 - Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.
- 2.14.6 **Sanctions for Violation** – Any violation of the mandatory requirements of this WMBE Utilization provision shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.
- 2.15 **Publicity:** The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.
- 2.16 **Proprietary and Confidential Information:** The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials.
- 2.17 **Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Purchase Order/Vendor Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.
- 2.18 **Insurance:** The Contractor shall secure and maintain, at all times during the term of this Purchase Order/Vendor Contract, at its own expense, a policy or policies of insurance known as: (1) **Commercial General Liability** written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; (2) if any vehicle is used in the performance of this Purchase Order/Vendor Contract, a policy of **Business Automobile Liability** written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and (3) if any work under this Purchase Order/Vendor Contract will be performed by a resident of the State of Washington, **Worker's Compensation** ("Industrial Insurance") as required by Title 51 of the Revised Code of Washington. The Contractor waives, with respect to the City only, its immunity under Title 51 of the Revised Code of Washington. (4) The insurance as provided under items (1) and (2) above shall be endorsed to include The City of Seattle, its officers, elected officials, employees, agents and volunteers as an

Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.

2.19 Compliance with Law:

- 2.19.1 General Requirement:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 2.19.2 Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Purchase Order/Vendor Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
- 2.19.3 Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Purchase Order/Vendor Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Purchase Order/Vendor Contract.
- 2.19.4 Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Purchase Order/Vendor Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Purchase Order/Vendor Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Purchase Order/Vendor Contract.
- 2.20 Adjustments:** The City's Buyer at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 2.21 Amendments:** Except for adjustments authorized above, modifications or amendments to the Purchase Order/Vendor Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Buyer shall be the City's authorized agent.
- 2 Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Purchase Order/Vendor Contract for the benefit of creditors upon 21 days advance written notice to the City, 27 Vendor Relations, Suite 910, 700 – 3rd Ave., Seattle, WA 98104.
- 2.23 Binding Effect:** The provisions, covenants and conditions in this Purchase Order/Vendor Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 2.24 Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 2.25 Applicable Law:** This Purchase Order/Vendor Contract shall be construed under the laws of the State of Washington. The venue for any action relating to this Purchase Order/Vendor Contract shall be in the Superior Court for King County, State of Washington.
- 2.26 Remedies Cumulative:** Remedies under this Purchase Order/Vendor Contract are cumulative; The use of one remedy shall not be taken to exclude or waive the right to use another.
- 2.27 Severability:** Any invalidity, in whole or in part, of any provision of this Purchase Order/Vendor Contract shall not affect the validity of any other of its provisions.
- 2.28 Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Purchase Order/Vendor Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.
- 2.29 Termination:**
- 2.29.1 For Cause:** Either party may terminate this Purchase Order/Vendor Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.
- 2.29.2 For Reasons Beyond Reasonable Control of a Party:** Either party may terminate this Purchase Order/Vendor Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

- 2.29.3 **For Public Convenience:** The City may terminate this Purchase Order/Vendor Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.
- 2.29.4 **Notice:** Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
- 2.30 **Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters when the City has activated its Emergency Operations Center and the Contractor has been given notice by the City that such activation has occurred. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Purchase Order/Vendor Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Purchase Order/Vendor Contract. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Purchase Order/Vendor Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.
- 2.31 **Non-Discrimination in Benefits:**
- 2.31.1 **Compliance with SMC Ch. 20.45:** The Vendor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Vendor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Vendor provides to its employees with spouses. At the City's request, the Vendor shall provide complete information and verification of the Vendor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement. *(For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>)*
- 2.31.2 **Failure to Comply with SMC Ch. 20.45:** Failure to comply will subject the Contractor to one or more of the following penalties: disqualification from bidding on or being awarded a City contract for a period of up to 5 years, actual damages, termination of the contract, or other remedial actions such as payment of cash equivalent payments or expedited implementation of equal benefits.
- 2.32 **Fair Contracting Practices Ordinance:** The Contractor shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies. (See SMC 14.10 at <http://clerk.ci.seattle.wa.us/~public/code1.htm>)



—IMPORTANT—

VENDOR: PLEASE GIVE THIS INFORMATION TO YOUR INSURANCE AGENT/BROKER

Work will not be permitted until the City of Seattle receives insurance documents as specified below. The City may withdraw its intent to award if acceptable insurance is not received within fourteen (14) days from the date of the City of Seattle's intent to award notification.

1. Vendor shall, at its sole expense, and for the entire term of the contract, provide insurance coverages, as follows:

- A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01 or equivalent) for bodily injury and property damage, including the following coverages and at the following minimum limits:

COVERAGES

- Premises/Operations Liability
- Products/Completed Operations
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Employers Liability (Stop Gap)
- Explosion, Collapse & Underground (XCU)*
- Watercraft, owned and non-owned*

*These coverages are only required when the Contractor's work under this agreement includes exposures to which these specified coverages respond.

MINIMUM LIMITS

- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 100,000 Fire Damage

Stop Gap/Employer's Contingent Liability

- \$1,000,000 Each Accident
- \$1,000,000 Disease—Policy Limit
- \$1,000,000 Disease—Each Employee

- Business Automobile Liability**, including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form (CA 00 01 or equivalent). Such policies must provide Bodily Injury and Property Damage coverage in the amount of \$1,000,000 per accident.
- Professional Liability/Errors and Omissions Insurance**, with a minimum limit of \$1,000,000 each occurrence/\$1,000,000 aggregate.
- Garage Liability** for bodily injury and property damage, with a minimum limit of \$1,000,000 each accident.
- Garagekeepers Legal Liability**, with values sufficient to cover property in vendor's care, custody, and control, at \$ 1,000,000.00.
- Bailee Liability**, with values sufficient to cover property in vendor's care, custody, and control, at \$ _____

- Employee Dishonesty Liability**, with limits of \$ _____
- Other (List or see attached)**

Claims Made Form: If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims made form coverage shall be maintained by the Vendor for a minimum of three (3) years following the expiration or earlier termination of this contract, and the Vendor shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Vendor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

2. Additional Required Insurance Provisions: Such insurance, excluding Professional Liability, shall:

- Be endorsed to include the City of Seattle, its officers, elected officials, employees, agents, and volunteer as additional insured including Products/Completed Operations (ISO CG2010 11/85 or CG2026 or an equivalent), and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, the Vendor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Vendor's insurance (RCW 48.18.290).
- Include a "Separation of Insured" or "Severability of Interest" clause, indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought. (Commercial General Liability & Business Automobile Liability Insurance)

3. Vendor shall provide evidence of insurance, as follows:

- No evidence of insurance required.
- Certificate of Insurance, including required Additional Insured Endorsement.
- A copy of the policy's declarations pages showing the policy effective dates, limit of liability, Schedule of Forms and Endorsements, and the required Additional Insured Endorsement.
- A copy of an endorsement stating that the coverage provided by this policy shall not be terminated, reduced or otherwise materially changed without providing at least forty-five(45) days prior written notice to the City.

Note: The City reserves the right to require additional evidence of insurance not checked above to include, but not limited to, a certified copy of any or all of the insurance policies.

4. Deductibles: Any deductible or self-insured retention must be disclosed and is subject to approval by the City Risk Manager. If the Vendor's insurance contains a deductible (or self-insured retention amount), the Vendor shall disclose such amount, and be responsible for payment of any claim equal to or less than the deductible (or self-insured retention amount).

5. Required Approvals:

- All policies shall be subject to approval by the City Risk Manager for form and coverage
- All policies shall be primary to all other insurance
- Company must be rated A-:VII or higher in the current A.M. Best Rating Guide
- Company must be licensed to do business in the State of Washington or issued as Surplus Lines by a Washington Surplus Lines Broker

6. Self-Insurance: Should the Vendor be self-insured under its commercial general liability and(or) Business automobile liability insurance, a letter from the Corporate Risk Manger or appropriate Finance Officer must be provided. Such letter should stipulate whether such self insurance is actuarially funded and fund limits; plus any excess limits declaration pages to meet the contract requirements. Further, this letter should advise how Vendor would protect and defend the City as an Additional Insured in its Self-insured layer, and include claims handling direction in the event of a claim. Any such self-insurance program shall, at its sole discretion, be subject to the City Risk Manager's approval.

7. Subcontractors: The Vendor shall include all subcontractors as insureds under its policies, or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein and shall be applicable to their profession.

8. Changes to Coverages and(or) Limits: Coverages and(or) limits may be altered or increased as necessary, to reflect type of—or exposure to—risk. The City shall have the right to periodically review the appropriateness of such limits in view of inflation and(or) changing industry conditions, and shall have the right to require an increase in such limits upon ninety (90) days prior written notice to the Vendor.

Please send your insurance documents to:

**City of Seattle
Purchasing Services Division
Attn: Pam Tokunaga
700 5th Ave, #4112
PO BOX 94687
Seattle, WA 98124-9468**

FAX: (206)233-5155

