

The City of Kirkland
Kirkland Fire Department
Request for Proposal – Antique Pumper Restoration

Request for Proposal (RFP) for:

Antique Pumper Restoration Kirkland Fire Department



Job No. 54-15-FD

**City of Kirkland
Department of Finance & Administration
123 Fifth Avenue
Kirkland, WA 98033**

THE CITY OF KIRKLAND

REQUEST FOR PROPOSAL (RFP) Antique Pumper Restoration

1.0 INTRODUCTION

The City of Kirkland (COK) is accepting Proposals from qualified firms to provide complete restoration of the City's 1929 LaFrance Fire Pumper Truck.

2.0 PROJECT DESCRIPTION

Kirkland Fire Department owns a 1929 LaFrance Pumper Truck (photos attached), which is used for parades and special events. It has been over 30 years since significant improvement work was completed on the engine and, consequently, mechanical and other safety issues with the pumper need to be addressed. This project will provide a total restoration that will preserve the historical engine for future decades.

Interested parties will have the opportunity to inspect the pumper at a site visit scheduled for 10:00 a.m. at Kirkland Fire Station 22, 6602 108th Ave NE, Kirkland 98033 on 07/07/2015

3.0 SCHEDULE

The following is the projected schedule.

RFP Distributed	07/06/15
Viewing morning at Kirkland Fire Station 22	07/15/15 10:00am PDT
Questions Due by 5:00 pm	07/17/15
Answers to Questions Released	07/20/15
Proposals Due	07/24/15 by 4:00 pm PDT
Contract Award	07/27/15

4.0 SCOPE OF RESTORATION SERVICES

The scope of the project requires complete update of all mechanical systems, as well updating the upholstery, safety restraints, body panels, chrome and brass. This process includes:

- Polish, paint, or replace as needed all paint and body work
- Repair left front fender, and any other broken external parts as needed.
- Replace mechanical break system
- Replace fuel system
- Ensure vehicle is roadworthy and safe

The work shall be completed by March 31 2016.

5.0 SELECTION AND AWARD PROCESS

The City of Kirkland is contracting for the pumper restoration on the basis of a combination of criteria as described below.

- 5.1** Cost for the scope of work
- 5.2** The firm's capability to meet the scope requirements of the project
- 5.3** Past performance on relevant projects and references

6.0 PROPOSAL FORMAT

All firms or individuals responding to this RFP shall provide the following information in their proposal:

- 6.1** Examples, with photos, of previous similar restoration projects that the proposing firm has managed.
- 6.2** Qualifications of the individual(s) who will be performing the work.
- 6.3** Proposed project timeline.
- 6.4** Three to five references from previous similar projects with current contact information.
- 6.5** Price proposal.

7.0 PROPOSAL SUBMISSION

Proposals must be submitted no later than **4:00 pm on Friday, July 24, 2015.**

We encourage that proposals be submitted by email. Emailed proposals should include "Antique Pumper RFP" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 10MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland
Attn: Barry Scott – Antique Pumper Restoration
123 5th Avenue
Kirkland, WA 98033

8.0 QUESTIONS

Questions regarding the scope of work, specifications or evaluation process must be submitted in writing and should be addressed to Battalion Chief Mike Jeffery via email to mjeffery@kirklandwa.gov.

Questions regarding the RFP process should be addressed to Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov or by phone to 425-587-3123.

9.0 CONTRACT

The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, the executed contract (Attachment A) and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

11.0 TERMS & CONDITIONS

- A. The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. The City reserves the right to request clarification of information submitted, and to request additional information on any proposal.
- C. The City reserves the right to award any contract to the next most qualified proposing firm, if the successful proposing firm does not execute a contract within 30 days of being notified of selection.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. A copy of the proposed contract is available for review (see attachment A). The City reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the City Attorney's office.
- F. The City shall not be responsible for any costs incurred by the proposing firm for preparing, submitting or presenting its response to the RFP.

12.0 COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders or other contracts issued by other public agencies.



Attachment A

GENERAL SERVICES CONTRACT

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and _____ (hereinafter the "Contractor"), whose address is

(street, city, state, zip)

I. SERVICES PROVIDED

The Contractor agrees to provide all necessary labor to perform the following services for the City:

II. CONDITIONS/ARRANGEMENTS

A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:

B. Additional services/program details:

C.

D. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.

E. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

III. DURATION

The services of the Contractor shall commence on the _____ day of _____, 2015, and terminate on the _____ day of _____, 2015.

IV. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$_____. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

V. LIABILITY INSURANCE

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

VII. NONDISCRIMINATION

The Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF CONTRACT

This Agreement may be terminated by the City by giving ten (10) business days' written notice, with or without cause, to the Contractor. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers,

the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and City of Kirkland laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XI. NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to: _____, Attention: _____
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033. Written notices, requests, or grievances to the Contractor shall be made to the address provided by the contractor in this Agreement.

XII. ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with the Request for Proposals and the Proposal, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to and executed this _____ day of _____, 2015.

CONTRACTOR

CITY OF KIRKLAND

(signature)
Print Name _____

By: _____
Date: _____





