Request for Bids

South King Fire & Rescue

Site Specific Facility Fuel Storage Tank Removal and Replacement of Storage Tanks and Fuel Management and Access Control Systems

August 2017

.

Request for Bids

Contents:

Bid Instructions ..... Page 3

Bid Form ..... Page 4

Bid times and location:

Sealed bids will be accepted until:	10:00 am (1000) September 12, 2017
Opening of sealed bids:	10:01 am (1001) September 12, 2017
Declaration of winning bid:	On or before October 10, 2017
Location of bid process	South King Fire & Rescue 31617 1st Avenue South Federal Way, WA 98003

Bid to be received in sealed envelope marked: Site Specific Facility Fuel Storage Tank Bid

Fire Department Contacts:

Dave Mataftin
Deputy Chief
(253) 946-7250

Lance Boe
(253) 946-7341

Bid Instructions

Sealed proposals will be received by the ***South King Fire & Rescue,*** 31617 – 1st Avenue South, Federal Way, WA 98003, until 10:00 am (1000 hours) on September 12, 2017. The bids will be opened at 10:01 am (1001 hours) on September 12, 2017, and reviewed prior to final declaration of winning bid on or before on October 10, 2017.

The bid must include any or all of the specified equipment. The vendor shall guarantee the bid price for the specified equipment for thirty days after bid opening.

South King Fire & Rescue reserves the right to reject any or all bids or accept any presented which meet or exceed these specifications and which they deem to be in the best interest of the Department, and are not necessarily bound to accept the low bid.

Each bidder shall specify the maximum price for specified equipment. The state sales tax shall be shown as a separate item and calculated in the total.

Terms of sale: Equipment purchase shall consist of written Purchase Order from South King Fire & Rescue with NET-30 Day terms.

Bidder must be an authorized equipment dealer with the necessary valid state and local licenses/certificates to conduct business as regulated by the State of Washington and the Local County or city government.

Equipment provided will be factory new – no used or demonstration equipment will be accepted.

All bids shall include a provision for other Fire Department agencies, if inclined, to purchase the specified equipment at the winning bid price per the same terms and conditions for the duration of the contract specified.

Bid Form

TO: South King Fire & Rescue
31617 1st Avenue South
Federal Way, WA 98003

We hereby propose to furnish to you, South King Fire & Rescue, Site Specific Facility Fuel Storage Tank Removal and Replacement of Storage Tanks and Fuel Management and Access Control Systems as specified in the bid documents.

All as per specified above. We also certify that the equipment provided will be factory new and without flaws or damage. The prices shown below shall be valid within 30-days of bid opening at which time South King Fire & Rescue may enter into a contractual agreement for equipment purchase. The purchase shall consist of written Purchase Order from South King Fire & Rescue with NET-30 Day terms:

Station 61 Equipment Bid Price $_____
Station 61 Washington State Sales Tax $_____
Station 61 Total Bid $_____

Station 62 Equipment Bid Price $_____
Station 62 Washington State Sales Tax $_____
Station 62 Total Bid $_____

Station 63 Equipment Bid Price $_____
Station 63 Washington State Sales Tax $_____
Station 63 Total Bid $_____

Station 64 Equipment Bid Price $_____
Station 64 Washington State Sales Tax $_____
Station 64 Total Bid $_____

Station 65 Equipment Bid Price $_____
Station 65 Washington State Sales Tax $_____
Station 65 Total Bid $_____

Station 66 Equipment Bid Price $_____
Station 66 Washington State Sales Tax $_____
Station 66 Total Bid $_____

Total Equipment Bid Price $ _____

Total Washington State Sales Tax $ _____

Total Bid $ _____

Authorized Dealer Name: _____

Address of Dealer: _____

_____

_____

Name of Sales Representative: _____

Phone Number: _____

E-Mail Address: _____

Dealer Authorized Signature: _____

TABLE OF CONTENTS

SECTION 1 SCOPE OF PROJECT

SECTION 2 GENERAL INSTRUCTIONS AND CONDITIONS

SECTION 3 PAYMENTS

SECTION 4 PERFORMANCE AND PAYMENT OF BONDS

SECTION 5 DESIGN SERVICES

SECTION 6 CONSTRUCTION SERVICES

SECTION 7 PUBLIC CONTRACTING EXHIBIT / SAMPLE CONTRACT

APPENDIX A FACILITY LOCATIONS

APPENDIX B BID BOND EXAMPLE

SECTION 1 SCOPE OF PROJECT

Project Scope / Overview:

The proposed work generally consists of complete management and coordination with South King Fire and Rescue for the removal of existing fuel tanks, at multiple locations, and installing upgraded fuel tanks, fuel management systems and related equipment in a manner that is least intrusive to, and causes minimal interruption to operations. Newly installed tanks must be retrofitted to existing emergency generators at each location (re-connect generator supply and return lines).

Additionally, all work must be performed in a professional like manner using methods, procedures and best industry practices that help ensure safety, protection of the environment and protection of public and private property.

NOTE: Specific locations address and desired fuel storage capacities are listed in Appendix, "A" of this document

This project will be subject to performance and compliance specifications**,** indicated within the scope of this Bid Request that must be considered in the configuration of a complete, "turn-key" usable system. The indicated criteria will be considered prior to the release of final payment for work on the project. (i.e. system must be verified as in service and usable for final payment)

Specific criteria as follows for installation of new equipment.

1.1 REMOVAL OF EXISTING ABOVE GROUND FUEL TANKS

The successful bidder shall perform the following work: Complete removal and proper decommissioning of existing above ground storage tank systems at various locations. Removal must be performed in a manner so as not to damage existing concrete slab, protective bollards and fencing – the objective being that the aforementioned components can be utilized in conjunction with the installation of the proposed new equipment.

1.2 INSTALLATION OF NEW ABOVE GROUND FUEL TANKS

The successful bidder shall perform the following work: Design, layout and installation of new Above Ground Fuel Tank Systems, as specified by South King Fire and Rescue, at several locations, consisting of double wall fireguard UL 2085 listed fuel tanks ranging in fuel storage capacities from between 1,000 to 2,000 gallons.

Notwithstanding specific regulatory compliance standards listed below, South King Fire and Rescue tanks must meet the following design criteria:

- UL 2085 Fire Guard or equal must be designed to include the following:

- Diesel and gasoline fill must be filled from the top of the tank through remote fill box connections.

Must retrofit into existing slabs and fenced in areas. Concrete Slab Measurements are 8' x 16' with up to 3 feet of clearance between the base of the slab and associated fence-lines around slab area. (Tank dimensions may have to be customized to fit existing concrete slab area for achieving desired fuel storage quantities at each location.)

Contractor shall be responsible for;

- Fuel storage, dispensing, and management system project design and system specifications.
- Acquisition of all necessary permits.
- Procurement, installation, hook-up, testing, orientation for South King Fire and Rescue personnel related to fuel dispensing and management system complete and operational.
- 12-month warranty on all construction work and electrical work.
- Warranties on specific components are limited to those extended by Original Equipment Manufacturer unless explicitly indicated and do not include labor other than 12 month contractor warranty.
- For each location (see appendix A) Tank system and Fuel Management System must be complete, operational, and acceptable to South King Fire and Rescue within 30 days from the date that existing system is taken out of service.

Fuel Storage Tanks shall be installed in a manner that meets or exceeds International Fire Code regulatory compliance specifications for Above Ground Fuel Tanks and standards as follows:

1) Tank approved by Underwriters Laboratories, Inc. (UL) for storage of flammable and combustible liquids. International Fire Code (IFC) 7902.1.8.2.1, Article 90, Standard u.1.7).
2) Tank strength tested by either the American Society of Mechanical Engineers, American Petroleum Institute, or the UL. (29 CFR 1910.106(b)(7)).
3) Equipped with spill containment on the fill pipe. Spill containers shall have a capacity of not less than 5 gallons and be equipped with a manual drain valve which drains into the primary tank. (IFC 5202.3.1, App. II-F, Sec. 5.7).
4) Equipped with a high liquid level alarm with an audible or visual signal at 85% tank capacity or a liquid level gage. (IFC 5202.3.1, App. II-F, Sec. 5.5) (40 CFR 112.7(e)(2)(viii)(A) and (E)).
5) Equipped with a positive shutoff valve at 90% tank capacity. (IFC 5202.3.1, App. II-F, Sec. 5.5) (40 CFR 112.7(e)(2)(viii)(B)).
6) Equipped with an emergency relief vent. (IFC 7902.2.6).
7) Equipped with a normal vent at least as large as the filling or withdrawal connection, whichever is larger, but in no case less than 1 1/4-inch nominal inside diameter. Vent shall

be equipped with piping that extends 12-feet above grade and a flame arrester. (IFC 7902.1.10.3) (29 CFR 1910.106(b)(2)(iv)(b), (iv)(f), and (vi)(b).

8) Equipped with a dispensing device that is UL-listed for flammable liquids (i.e. gasoline). (29 CFR 1910.106(g)(3)(iv)(b)(1).
9) Tank openings are only allowed through the top of the tank. This includes the opening for the discharge piping. (IFC 5202.4.1, App. II-F, Sec. 6.2).
10) Provide earthquake protection. For commercially purchased tanks the manufacturer's recommendations should be followed. (IFC 7902.1.9).
11) Provide vehicle impact protection. Guard posts shall be located not less than 5 feet from the tank, spaced no more than 4 feet on center, not less than 3 feet in height, constructed of not less than 4-inch diameter steel, and concrete filled. (IFC 5202.4.1, App. II-F, Sec. 5.4.
12) Equipped with an emergency shut-off switch located within 75 feet of, but not less than 25 feet from the fuel dispenser. The switch shall be labeled EMERGENCY FUEL SHUTDOWN DEVICE. (IFC 5201.5.3) (29 CFR 1910.106(g)(3)(iii)).
13) The distance between two storage tanks containing flammable or combustible liquids must be at least three feet. Tanks shall be located at least 15 feet from property lines and at least 5 feet from buildings or public ways. (IFC Tables 7902.2.F and G) (29 CFR 1910.106(b)(2)(ii).
14) Tanks must be labeled to identify the contents. (IFC 7902.1.3.2).
15) The IFC requires a permit from the local Fire Marshall and submittal of an operation plan to store, handle, or use more than 10 gallons of Class I liquids at an outside location, or 60 gallons of Class II or III liquids outside, except flammable and combustible liquids stored in a fuel tank on a motor vehicle. (IFC Secs. 7901.3, 105.8.f.3.2, and 105.8.f.3.3). IFC Sec. 5202.4.1, App. II-F, Sec. 3, describes the permit and plans application requirements and the information that must be submitted with the application.

1.3 INSTALLATION OF NEW FUEL MANAGEMENT SYSTEM

The successful bidder shall perform the following work: Propose a Fuel Access Controls and Management such as the “Fuelmaster” ® System by Syntech adequate of handling transactions made by multiple users, at multiple locations, with capabilities for “globally” recording and centrally tracking all fuel dispensing transactions. Fuel Management System must meet the following minimum criteria and specifications:

1) Fuel Management System to be weather proof and to withstand direct exposure to the elements with operating temperature range between -40 (f) to 185(f) degrees.
2) Minimum of up to 200 users or more with “pro key” or “smart card” access controls.
3) User selected Personal Identification Number (PIN) entry with auto lockout.
4) Data Log Feature (for tracking and recording all transactions).
5) Ability to use “Guest Cards” or “Guest” PIN access number for summer help, temporary positions.

6) Ability to store at least 1000 transactions per month.
7) Communicate data to proprietary software on dedicated computer or network server for centralized access.
8) Must accommodate multiple users at multiple locations for access to fuel.
9) Capability to draw from pre designed transaction report templates or capabilities for developing custom designed reports that include at least the following data for each transaction:
    a) Date
    b) Time
    c) Driver Name
    d) Vehicle
    e) Odometer Reading
    f) Gallon Quantity
    g) Product
10) Quantity (maximum limit setting).
11) The ability for supervisors to override the system for all potential problems (over/under usage, malfunction etc.) or emergencies.
12) Capability to upgrade technology for automatic user interface with variety of vehicles or equipment.
13) Technical support available by Telephone.
14) Webinar Training available for commissioning new users to system over time.
15) System will include all necessary hardware, software and manuals.
16) Ability to place a maximum on daily fuel dispensed per user, Gallons used (for example Max. 100 Gallons Unleaded, 100 Gallons Diesel.
17) Adjustable pump time-outs and provide for an adjustable time limit when pump is not in use (an example would be if someone were to set the nozzle down and walk away the dispensing system will shut down after 60 seconds – or desired interval).

Note: Regarding "substations" for Trademarked Brand Names - with Equal – or " like type" Specification equipment means a specification that uses one or more manufacturers' names, makes, catalog numbers or similar identifying characteristics to describe the standard of quality, performance, functionality or other characteristics with similar functions needed to meet the contracting agency's requirements. Such specification authorizes proposers to offer goods or services that are equivalent or superior to those brands named or described in the specifications.

1.4 PROCUREMENT AND INSTALLATION OF TANK MONITORING SYSTEM

1) The successful bidder must monitor product level at the tank remotely (i.e. via smart phone, laptop, computer or other portable technology.

2) Other / See regulatory requirement indicated in "B" above or Uniform Fire Code and Above Ground Storage Tank requirements

1.5 OPTIONAL SITE VISIT/WALK THROUGH

An optional site visit/walk through for all stations/locations will be held on Monday, August 28th. Meet in the lobby at Station 62 (31617 2st Avenue South, Federal Way) at 9:00 am (0900 hours).

All information and details for project are contained within these bid documents. The contract work shall be governed by any and all applicable federal, state, and local rules and regulations.

1.6 PREVAILING WAGES

This project is subject to the prevailing wage rates for all work performed on site as currently determined by the State of Washington Department of Labor and Industries. The contractor is responsible for compliance with all state and federal wage laws.

1.7 BID / PERFORMANCE BOND

Bids shall be accompanied by a Certified Check or bid bond in the amount of ten percent (10%) of the total amount of the Proposal to be forfeited to the Owner in the event of a breach of contract. A one hundred percent (100%) performance bond will be required to guarantee the faithful performance of the contract, in accordance with RCW 39.08.010. A one hundred percent (100%) payment bond will be required to guarantee the faithful payment of lien holders and subcontractors etc.

SECTION 2 GENERAL INSTRUCTIONS AND CONDITIONS

2.1 NON DISCRIMINATION:

The successful contractor agrees that, in performing the work called for by this proposal and in securing and supplying materials, contractor will comply with all state and federal laws prohibiting discrimination in employment.

2.2 TIME LINE FOR COMPLETION OF PROJECT

The timeline for completion of the project is 180 days. Given this is a multiple site project, South King Fire and Rescue may allow for extensions and "reasonable" delays for good cause. Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

SECTION 3 PAYMENTS

The Contractor shall submit a request for payment upon completion of each station/location for, the prices stipulated in the bid, less deductions, if any.

SECTION 4 PERFORMANCE AND PAYMENT OF BONDS

The successful Bidder shall file with South King Fire and Rescue performance and payment bonds in the full amount of the contract price at the time of execution of the contract. The surety company furnishing these bonds shall have a sound financial standing and a record of

service satisfactory to the Agency, and shall be authorized to do business in the State of Washington.

SECTION 5 DESIGN SERVICES

The contractor shall design all equipment, utilities, hardware, software, electrical and mechanical systems to integrate into a smoothly functioning end product meeting the performance specifications.

SECTION 6 CONSTRUCTION SERVICES

During the Construction Phase the Contractor shall provide the following services, as outlined, for the administration and the construction of the project.

6.1 SCOPE OF WORK

The Contactor shall complete construction of all work as outlined below:

- Permitting
- Procurement of materials and supplies
- Installation
- Site Work
- Grading
- Layout
- Operational

6.2 OFF SITE CONSTRUCTION ADMINISTRATION

1) Processing of submitting, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals as required by the Agency.
2) Services consisting of visits to the site at intervals appropriate to the stage of construction or an otherwise agreed in writing include:

    - Attend on-site pre-construction meeting.
    - Review layout of all site elements.
    - Grading/Drainage review.
    - Review completion and acceptance for maintenance.
    - Final review and acceptance at end of maintenance period.
    - Review and approve all product submittals with South King Fire & Rescue personnel.
    - Schedule and attend construction meetings on site and provide written field reports as required.
    - Review and approve wage certification statements and sub-contractor pay requests.
    - Review, approve and prepare all change orders.
    - Conduct substantial completion reviews and provide written reports as required.
    - Provide a project punch list per site as required at various intervals

- Provide, review and approve “as-built” drawings.
- Provide the South King Fire and Rescue with maintenance, warranties and operational guideline’s manual on actual elements and site materials used in the park. Two copies shall be provided.

SECTION 7 PUBLIC CONTRACTING EXHIBIT / SAMPLE CONTRACT

Sample contract for construction services – South King Fire and Rescue may develop the contract differently than exemplified in exhibit 1 below.

EXHIBIT 1

THIS CONTRACT (this “Contract” or this “Agreement”), is made and entered into this _____ 2017 by and between the South King Fire and Rescue, and, COMPANY NAME, a Washington Corporation (the “Contractor”).

Recital

That in consideration of the terms and conditions contained in the Bid #XXXX and the Proposal from Contractor to provide the Deliverables in response to the BID, copies of which are attached hereto and incorporated by this reference, Contractor was awarded the Contract.

I. SERVICES AND TERM

1) Scope of Services. The Contractor shall perform the work / provide the goods as defined in the BID Exhibit A, Deliverables, hereafter the “Services” or as applicable “Goods”. The Contractor agrees to complete all Services in a good, workmanlike and professional manner / furnish all Goods in new and merchantable condition, meeting all specifications. Unless another warranty is specified in the Deliverables, all Services and all Goods furnished hereunder are warranted against defects in workmanship and materials as stated in the BID after acceptance by South King Fire and Rescue.
2) Term. The term of this contract shall be 180 days from date of execution through DATE of EXPECTED COMPLETION.

This Contract may be terminated as follows:

a. For Cause: If South King Fire and Rescue, in its sole discretion, determines that the Services being performed / Goods being provided hereunder are not being performed or provided satisfactorily or that any security or confidentiality provisions or policies are not being followed, South King Fire and Rescue shall inform the Contractor of such dissatisfaction in writing and the Contractor shall take corrective measures to remedy such dissatisfaction. If the problem is not corrected to South King Fire and Rescue sole satisfaction within five (5) business days after such notice is given, then the Contractor shall provide a qualified substitute to provide Services in place of the Contractor / or provide conforming Goods at no additional cost or expense to South King Fire and Rescue for up to thirty (30) days or until South King Fire and Rescue finds a replacement to perform the Services or provide the Goods, whichever occurs sooner.

b. For Convenience: South King Fire and Rescue, upon 30 day written notice, may abandon or terminate this Contract or any part hereof, and such action shall in no event be deemed a breach of this Contract. Such termination may come about for the sole convenience of South King Fire and Rescue. Upon receipt of written notification from South King Fire and Rescue that this Contract or any part hereof, is to be terminated, the Contractor shall immediately cease operation of the work stipulated.

II. AGENCY RESPONSIBILITIES

1) Cooperation. South King Fire and Rescue shall cooperate as set forth in the Bid. No liability shall attach to South King Fire and Rescue, by reason of entering into this Contract, except as expressly provided herein.

III. CONTRACTOR'S RESPONSIBILITIES

1) Generally. The Contractor, for itself/him/herself, and for its/his/her heirs, executors, administrators, successors and permitted assigns, does hereby agree to the full performance of all the covenants herein contained and contained in the BID upon the part of the Contractor.

2) Personnel.
   a) All Services shall be performed by employees regularly employed by the Contractor. South King Fire and Rescue may withhold in its sole discretion, approval as to the performance of any portion of or all of the Services by any sub-contractors, independent contractors or any other third parties or person(s) not employees of the Contractor (collectively referred to as "Sub-Contractors''). The Contractor shall provide adequate personnel to permit the timely completion of all work. All such personnel shall be trained and supervised in accordance with accepted industry practices and shall conform to the reasonable rules and regulations of South King Fire and Rescue, as those rules pertain to persons contracting with South King Fire and Rescue.
   b) South King Fire and Rescue may require the Contractor to provide its personnel with picture identification cards. All of the Contractor's personnel shall enter and exit South King Fire and Rescue facilities in a manner prescribed by South King Fire and Rescue.

   c) The Contractor will be responsible for securing South King Fire and Rescue facilities after each daily performance of Services. The Contractor shall ensure that unauthorized persons are not allowed access to the facilities during the time Contractor is in site and work is being performed.

   d) The Contractor shall be solely responsible for hiring, firing, paying and supervising the performance of Services by its employees and Sub-Contractors. Furthermore, the Contractor agrees to accept responsibility for all expenses, costs, or damages relating to

its employees and any Sub-Contractors it engages in performance of its obligations and Services under this Agreement.

3) Equipment and Material. The Contractor shall provide and maintain adequate equipment to permit timely completion of all operations and shall use materials which are in conformance with existing federal, state and local laws and ordinances.

IV. ADDITIONAL REQUIREMENTS

1) Licenses / Permits. If any governmental license or permit shall be required for the proper and lawful conduct of the Contractor's business or other activity carried on in or at South King Fire and Rescue premises, or if a failure to procure such a license or permit might or would in any way affect the operations of any South King Fire and Rescue facilities, then the Contractor, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by South King Fire and Rescue. The Contractor, at its sole cost and expense, shall at all times comply with the requirements of each such license or permit.

2) Compliance with Laws. The Contractor understands and agrees that the Contractor's performance of any and all Services performed pursuant to this Agreement shall, at the Contractor's expense, fully comply with all federal, state and/or local laws, rules, regulations and ordinances which may govern or regulate such Services. The Contractor shall pay all taxes, assessments and premiums now or hereafter in effect and payable by reason of or in connection with the Services to be performed by the Contractor under this Agreement, including, without limitation, B&O, income taxes, social security taxes, sales taxes, use taxes, and personal property taxes. The Contractor further agrees, at its own expense, to be solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances that apply to the Contractor's employment status or the Contractor's employment relationship with others, including, without limitation, those laws governing employee withholding, benefits and fair labor practices.

3) Insurance. The Contractor shall carry and maintain workers' compensation insurance in statutory amounts, comprehensive general liability insurance through companies satisfactory to South King Fire and Rescue and endorsed to include contractual liability in a minimum amount of $1,000,000 combined single limit and automobile liability insurance in a minimum amount of $500,000 combined single limit. All such policies (except workers' compensation) shall specifically state: South King Fire and Rescue, and its officers, trustees, directors, agents and employees are named as additional insureds under the above policies; such insurance shall be primary and not contributory with South King Fire and Rescue 's insurance as it relates to occurrence(s) by the Contractor or its Sub-Contractor(s).'' Each policy shall provide that it may not be canceled or changed without at least ten (10) days prior written notice to South King Fire & Rescue. The Contractor shall

furnish to South King Fire and Rescue a Certificate of Insurance evidencing such primary coverage prior to the commencement of Services hereunder and shall continue to provide South King Fire and Rescue with subsequent Certificates of Insurance evidencing uninterrupted compliance with these insurance requirements until the termination of this Agreement. The Contractor expressly understands and agrees that it is solely liable for the acts and omissions of its Sub-Contractors and the Contractor's Comprehensive General Liability insurance shall apply to such acts and omissions of its Sub-Contractors. The Contractor shall also provide South King Fire and Rescue with certified copies of the policies required herein upon South King Fire and Rescue request. The Contractor further agrees to require and cause the same insurance coverages and Certificates of Insurance as set forth herein, and the indemnifications as set forth below, from any and all of its Sub-Contractors, prior to any such Sub-Contractor's commencement of Services.

4) Independent Contractor. The Contractor is an independent contractor and all persons employed or engaged to furnish Services hereunder are employees of the Contractor and not of South King Fire and Rescue. This Agreement shall not create a relationship between the parties or party as an employee, employer, agent, partner, or joint venture of the other.

5) Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless South King Fire and Rescue from and against any claims and all liabilities, liens, costs, damages, citations, penalties, fines, attorney's fees, losses or expenses from whatever nature (collectively "claims") arising out of or resulting from performance of (or failure to perform) the Work under this agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than to the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractors sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified there under. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations if indemnity which would otherwise exist as to a party or person described in this paragraph. In addition, the Contractor and its Sub-Contractors shall indemnify and hold harmless South King Fire and Rescue, and be solely responsible for paying and keeping all records required for wage and hour purposes, including exemption certificates, wages, withholding taxes, social security taxes, workmen's compensation coverage and payments, unemployment insurance, and other taxes or insurance including workers compensation insurance incident to employment. The Contractor shall also be responsible for costs of health insurance and other benefits offered to its employees, agents, Sub-Contractors or which are owed to or with respect to such employees, agents or Sub-

Contractors. The aforementioned indemnification obligations shall survive the termination of this Agreement.

6) Non-Discrimination and Equal Opportunity. Bidder agrees to comply with all federal and Washington State statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (j) RCW 49.60.030 Freedom from discrimination and (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

V. MISCELLANEOUS

1) Binding. This Agreement shall inure to and bind the successors, assigns and representatives of the parties; provided, however, that this Agreement may not be assigned by the Contractor without the prior written consent of South King Fire and Rescue.

2) Entire Agreement. This Agreement along with the RFP contains the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein, shall be of any force and effect.

3) Amendment of Agreement. This Agreement may be amended only by a written instrument signed by the parties hereto.

4) Legal Fees. In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing party.

5) Exhibits. If there are any terms and conditions contained in any exhibit attached hereto which are inconsistent with or additional to the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail over any inconsistent terms and unless specifically accepted by the parties as part of this Agreement, the additional terms shall not be incorporated into the Agreement.

6) Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

7) Law; Venue. The laws of the State of Washington shall govern any contract executed between the successful Contractor and South King Fire and Rescue. Further, the place of performance and transaction of business shall be deemed to be in the County of KING, State of Washington, and in the event of litigation, exclusive venue and place of jurisdiction shall be the State of Washington, and more specifically, the Superior court of KING County, Washington.

8) Counterparts. This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original instrument. All such counterparts and duplicate originals together shall constitute but one Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first above written.

South King Fire and Rescue _____ Fire Chief
(signature)

_____
Date

CONTRACTOR: (Name)

_____ Contractor (signature)

By: _____

Title: _____

Date:_____

Notary Stamp:

APPENDIX A

Site Specific Locations and Tank Requirements:

Station #61 – 3203 S 360th Street, Auburn, WA 98001
Project #2
Tank Size Requirements / GALLONS
1,500 Gallon Split Tank
500 Gasoline
1,000 Diesel Fuel

Photo of existing tank to be removed and replaced



Station #62 - 31617 1st Avenue S, Federal Way, WA 98003
Project #1
Tank Size Requirements / GALLONS
2000 Gallon Split Tank
1,000 Gasoline
1,000 Diesel Fuel

Photo of existing tank to be removed and replaced



Station #63 - 33414 21st Avenue SW, Federal Way, WA 98023
Project #3
Tank Size Requirements / GALLONS
1,500 Gallon Split Tank
500 Gasoline
1,000 Diesel Fuel

Photo of existing tank to be removed and replaced



Station #64 - 3700 S 320th Street, Federal Way, WA 98003
Project #4
Tank Size Requirements / GALLONS
2000 Gallon Split Tank
1,000 Gasoline
1,000 Diesel Fuel

Photo of existing tank to be removed and replaced



Station #65 - 4966 S 298th Street, Auburn, WA 98001
Project #5
Tank Size Requirements / GALLONS
1,000 Gallon Tank
1,000 Diesel Fuel

Photo of existing tank to be removed and replaced (may not be exact photo of existing tank but tank configuration is materially similar to actual tank on site



Station #66 - 27010 15th Avenue South, Des Moines, WA 98198
Project #6
Tank Size Requirements / GALLONS
1,000 Gallon Tank
1,000 Diesel Fuel

Photo of existing tank to be removed and replaced



APPENDIX B

BID BOND

Project name, number

KNOW ALL MEN BY THESE PRESENTS, that

_____, hereinafter called the Principal, and

_____,
a Corporation duly organized under the Laws of the State of Washington, having its principle place of Business at

_____,
in the State of __, and authorized to do business in the State of Washington as Surety, are held and firmly bound unto South King Fire and Rescue, in the penal sum of xxxxxx Dollars ($__), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his Bid Proposal for the above noted project for South King Fire and Rescue, and said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the agency known as South King Fire and Rescue the penal sum as liquidated damages.

Signed and sealed this _____ day of _____, 20____
Principal

By: _____ ____
Surety

By: _____
Attorney-in-Fact (A Certified Copy of the Agent's Power of Attorney must be attached)