



**REQUEST FOR PROPOSALS**  
**Preventative Maintenance & Repair Services for**  
**Apparatus Bay Doors and Gates**  
**Eastside Fire & Rescue**

Issue Date: Friday, August 14<sup>th</sup>, 2020  
Due Date: 12:00 p.m., Friday, September 4<sup>th</sup>, 2020

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**Section 1: General Information**

**1.01 Purpose of RFP**

To obtain bids for Bay Door Maintenance & Repair Services for the Headquarters facility and thirteen (13) fire stations for Eastside Fire & Rescue.

**1.02 Definitions**

Contract - The agreement to be entered into for services between Eastside Fire & Rescue and the vendor who submits the proposal accepted by Eastside Fire & Rescue.

Bay Door Maintenance & Repair - The work and provisions described by the Service Contract and all addenda thereto.

RFP – Request for Proposals

Vendor - The person or firm submitting the proposal and/or the person or firm awarded the contract.

**1.03 Contract Administrator**

The contract awarded as a result of this Request for Proposals shall be under the control and supervision of Eastside Fire & Rescue, Deputy Chief, Greg Tryon, or his designee.

**1.04 RFP Communications**

Upon release of this RFP, all vendor communications concerning this information request should be directed in writing to the contact listed below.

*Name:* Greg Tryon, Deputy Chief

*Mailing Address:* 175 Newport Way  
NW Issaquah, WA  
98027

*Phone:* 425-313-3203

*E-mail:* [gtryon@esf-r.org](mailto:gtryon@esf-r.org)

**1.06 Preliminary Schedule**

These dates are estimated and are subject to change by Eastside Fire & Rescue.

<b>EVENT</b>	<b>DATE</b>
Release RFP to Vendors	August 14, 2020
Vendor Questions (if any) due	August 28, 2020 at 3:00 p.m.
Proposal Responses Due	September 4, 2020 at 12:00 p.m.
Proposal Evaluation Complete	Week of September 14, 2020
Contract Award Date	September 29, 2020

**Request for Proposals**  
**Eastside Fire & Rescue Apparatus Bay Doors and high security gates**

**1.07 Response Format**

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

**1.08 Completeness of Proposal**

The vendor must attach the Proposal Form (Form 1) signed by a vendor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the vendor takes to Eastside Fire & Rescue's RFP or declare that there are no exceptions taken to the RFP. A total bid amount must be included in the designated area at the bottom of the form.

The vendor must attach the Client References Form (Form 2). Additional information may be provided at the discretion of the vendor.

**1.09 Proposal Response Date and Location**

Proposals must be submitted to Eastside Fire & Rescue no later than **September 4, 2020 at 12:00 p.m.** All proposals must be sealed in an envelope and clearly marked "Proposal for Bay Door Preventative Maintenance Services" (address is listed below). All proposals and accompanying documentation will become the property of Eastside Fire & Rescue and will not be returned. Vendors accept all risks of late delivery of mailed proposal regardless of fault.

**Due to COVID-19, proposals will be accepted via electronic submission to [gtryon@esf-r.org](mailto:gtryon@esf-r.org).** Vendors accept all risks of late delivery of emailed proposal regardless of fault.

RFP Delivery Address:           Eastside Fire & Rescue  
  175 Newport Way NW  
  Issaquah, WA 98027

**1.10 Vendor's Cost to Develop Proposals**

Costs for developing the proposal in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to Eastside Fire & Rescue.

## **Section 2: Terms and Conditions**

### **2.01 Questions Regarding the RFP**

Oral interpretations of the RFP specifications are not binding on Eastside Fire & Rescue. Requests for interpretation/clarification of the RFP specification must be made in writing and submitted no later than August 28, 2020 at 3:00 p.m. Due to COVID-19, emailed requests will be accepted to [gtryon@esf-r.org](mailto:gtryon@esf-r.org) no later than September 4, 2020 at 12:00 p.m..

### **2.02 RFP Amendments**

Eastside Fire & Rescue reserves the right to request that any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Eastside Fire & Rescue reserves the right to issue multiple awards based on the specialty of the supplier and to ensure adequate and timely services.

Eastside Fire & Rescue reserves the right to change the RFP schedule or issue amendments to the RFP at any time. Eastside Fire & Rescue also reserves the right to cancel or re-issue the RFP. All such addenda will become part of the RFP. It is the vendor's responsibility to check Eastside Fire & Rescue's web site for the issuance of any amendments prior to submitting a bid.

### **2.03 Withdrawal of Proposal**

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.09, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt. Due to COVID-19 notification may be sent via email to [gtryon@esf-r.org](mailto:gtryon@esf-r.org) prior to designated time of receipt.

### **2.04 Rejection of Proposals**

Eastside Fire & Rescue reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of Eastside Fire & Rescue.

### **2.05 Proposal Modification and Clarifications**

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal. Due to COVID-19 modifications may be made via email, executed and submitted in the same form and manner as the original proposal.

### **2.06 Proposal Validity Period**

Submission of a proposal will signify the vendor's agreement that its proposal and the contents thereof are valid for 180 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between Eastside Fire & Rescue and the successful vendor.

### **2.07 Proposal Signatures**

1. An authorized representative must sign the proposal, with the vendor's address and telephone information provided. Unsigned proposals will not be considered.
2. If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.

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Eastside Fire & Rescue, Apparatus Bay Doors**

3. If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
4. If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
5. Eastside Fire & Rescue reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

**2.08 Prevailing Wage**

Although this is considered a service type contract (not a public work), the vendor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract and will continue in effect for the first contract year. Wages paid to the employees of the selected vendor must be altered annually to recognize and follow the most recently promulgated increases or decreases in prevailing wages each year after the first year of the contract period.

It is the responsibility of the vendor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected vendor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages". A copy of the certified Intent Statement must be submitted to Eastside Fire & Rescue prior to payment of the first invoice. The vendor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: "I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."

The selected vendor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of the contract to Eastside Fire & Rescue before the last payment or any retained funds will be released.

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to Eastside Fire & Rescue.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060, WAC 296-127-01310.

### **2.09 Washington Worker's Compensation**

The vendor's employees shall be fully covered under Washington State Worker's Compensation and Unemployment Insurance at all times during the term of this contract. The vendor's employees or agents shall in no way be considered employees of Eastside Fire & Rescue at any time during this contract.

### **2.10 Public Records**

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to Eastside Fire & Rescue, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

### **2.11 Equal Opportunity**

Eastside Fire & Rescue is committed to ensuring that all firms have an equal opportunity to participate in Eastside Fire & Rescue contracts.

### **2.12 Non-Discrimination**

In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

### **2.13 Non-Endorsement**

As a result of the selection of a vendor to supply products and/or services to Eastside Fire & Rescue, the vendor agrees to make no reference to Eastside Fire & Rescue in any literature, promotional material, brochures, sales presentation or the like without the express written consent of Eastside Fire & Rescue.

### **2.14 Insurance Requirements**

Eastside Fire & Rescue will require the selected vendors to comply with the insurance requirements as listed in Attachment "B". Questions regarding insurance requirements may be discussed with Eastside Fire & Rescue.

### **2.15 Asbestos or Hazardous Materials Abatement Work**

If Asbestos abatement or hazardous materials work is performed, the vendor shall review coverage with the Contract Administrator and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Contract Administrator.

### **2.16 Other Compliance Requirements**

In addition to the nondiscrimination compliance requirements previously listed, the vendor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection by waste reduction and recycling; the protection of natural resources; permits; fees; licenses; taxes; and similar subjects.

### **2.17 Ownership of Documents**

Any reports, studies, conclusions and summaries prepared by the vendor shall become the property of Eastside Fire & Rescue.

**2.18 Confidentiality of Information**

All information and data furnished to the vendor by Eastside Fire & Rescue, and all other documents to which the vendor's employees have access during the term of the contract, shall be treated as confidential to Eastside Fire & Rescue. Any oral or written disclosure to unauthorized individuals is prohibited.

**2.19 Hold Harmless**

The vendor shall hold harmless, defend, and indemnify Eastside Fire & Rescue and Eastside Fire & Rescue's officers, agents, and employees against any liability that may be imposed upon them by reason of the vendor's failure to provide worker's compensation coverage or liability coverage.

### **Section 3: Requested Services**

#### **3.01 Duration of Contract**

Eastside Fire & Rescue anticipates the service period to be from September 29, 2020 through December 31, 2022. The contract may be renewed for three (3) additional one-year terms if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid. By submitting a proposal, the vendor agrees that at renewal dates, cost of service will not be adjusted beyond the Seattle Consumer Price Index-Urban (CPI-U) rate for the preceding year. This provision does not guarantee renewal to the vendor, nor does it prevent the vendor from agreeing to renew at a lower adjustment.

#### **3.02 Vendor Information**

The forms referenced below must be submitted with the vendor proposal. Please mark those areas that do not apply to your proposal with an N/A. Do not leave any space blank.

#### **3.03 Performance Expectations**

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

Submit full details of all terminations for default experienced by the vendor during the past five (5) years, including the other party's name, address and telephone number. Present the vendor's position on the matter. Eastside Fire & Rescue will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor.

If the vendor has experienced no such termination for default in the past five (5) years, so declare.

If the vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

#### **3.04 Scope of Services**

A. Responsibilities

1. The vendor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform Apparatus Bay Door maintenance services as specifically outlined in this section.
2. The vendor shall ensure that employees comply with all Eastside Fire & Rescue and Washington State Industrial regulations and practices.
3. The Contract Administrator or appointed representative shall inspect work performed by the vendor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the vendor. Notification may be verbal or written. Eastside Fire & Rescue may choose to:
  - a. Require the vendor to rectify the deficiency within 24 hours and/or,
  - b. Collect liquidated damages as specified in the Contract.
4. The vendor shall establish a semi-annual schedule. The maintenance shall be scheduled on day(s) and time(s) as mutually agreed upon by Eastside Fire & Rescue

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and the vendor. The vendor or his/her employees shall not remove or consume any property belonging to Eastside Fire & Rescue or Eastside Fire & Rescue employees. This includes any articles that may be deposited for disposal in trash receptacles.

5. Equipment and supplies belonging to Eastside Fire & Rescue shall not be transferred from one job site to another by the vendor without permission of the Contract Administrator.
6. The vendor and his/her employees may not use Eastside Fire & Rescue property, including telephones, for personal use unless given permission by an authorized Eastside Fire & Rescue representative.
7. Smoking shall not be permitted in any Eastside Fire & Rescue Building or on Eastside Fire & Rescue grounds.
8. The vendor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 8:00 am – 5:00 pm.
9. Incidents, altercations or accidents involving station visitors, vendor's employees or Eastside Fire & Rescue employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the vendor describing the incident or accident.
10. Scheduling – The vendor shall endeavor to schedule 24 hours in advance for access to facilities unless for emergency site response.

**B. Equipment and Supplies**

1. The vendor shall furnish all tools, material, supplies and equipment to perform bay door maintenance services.

**C. Waste/Materials Disposal**

1. The vendor shall select his/her own sites for disposal of debris and unsuitable materials collected under the conditions of the contract. In no case shall debris and unsuitable materials be disposed upon Eastside Fire & Rescue property or any property contiguous thereto.
2. The vendor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The vendor holds Eastside Fire & Rescue faultless and free from liability for any and all damages and costs incurred as a result of the vendor's actions.
3. It shall be the responsibility of the vendor to pay all fees and costs incurred in the disposal of waste material.

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D. Maintenance Task I: Semi-Annual Preventative Maintenance Inspections

1. Semi-Annual Preventative Maintenance shall include the following that apply:

- a. Bay Doors (Overhead, Panel, Roll-up)
  - Inspect all safety equipment, photo eye's, treadle hoses, related equipment and controls, all rollers, bearings, cables, chains and shafts, track and hardware, miller edge;
  - Adjust all spring counterbalance assemblies, level door, track spacing;
  - Lubricate all shaft bearings, rollers, track guides and hinges;
  - Tighten all hardware, hinges, couplings and drums.
- b. Bay Doors (Four-Fold)
  - Standard preventative maintenance (PM) on Four-Fold doors includes applying grease to hinges and operators;
  - Inspect all safety equipment, photo eye's, treadle hoses, traffic loops, miller edge batteries, related equipment and controls.
- c. Operators (All)
  - Inspect bearings, disconnect linkages, clutch limits;
  - Adjust clutch, limit assembly, brake and chain;
  - Lubricate bearings, chains and pivot points, reducers and disconnects;
  - Tighten sprockets, brake solenoids, arms and hook-ups;
  - Check timers;
  - Check remotes and receivers.
- d. High Security Gates
  - Safety edge
  - Control arms
  - Pivot points
  - Batteries
  - Hydraulics
  - Rollers, etc.

E. Non-Scheduled Repairs as Needed

- 1. The vendor awarded the contract will be the primary vendor called out for non-scheduled repairs.
- 2. Emergency return call within two (2) hours: repair/safety issues/function issues.

F. Station Locations and Specific Scope of Services

- 1. Provide bay door maintenance services to bay doors as listed

Headquarters

175 Newport Way NW  
Issaquah, WA 98027

7 Overhead Doors, motorized  
7 Overhead Doors, non-motorized

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Station 71

190 E Sunset Way  
Issaquah, WA 98027                      5 Overhead Doors  
1 Exterior roll-up door

Station 72

1575 NW Maple Street  
Issaquah, WA 98027                      6 Four-Fold Doors  
1 High Security Rail Gate

Station 73

1280 NE Park Drive  
Issaquah, WA 98027                      6 Overhead Doors

Station 74

8641 Preston Fall City Road SE  
Preston, WA 98050                      3 Overhead Doors

Station 76

15132 Tiger Mountain Road SE  
Issaquah, WA 98027                      2 Overhead Doors

Station 78

20720 SE May Valley Road  
Issaquah, WA 98029                      3 Overhead Doors, 3 Four-Fold Doors

Station 81

2030 212<sup>th</sup> Avenue SE  
Sammamish, WA 98075                      2 Overhead Doors

Station 82

1851 228<sup>th</sup> Avenue NE  
Redmond, WA 98074                      5 Overhead Doors

Station 83

3425 Issaquah-Pine Lake Road SE  
Sammamish, WA 98075                      5 Overhead Doors

Station 85

3600 Tolt Avenue NE  
Carnation, WA 98014                      7 Overhead Doors

Station 86

10644 East Lake Joy Road  
Carnation, WA 98014                      2 Overhead Doors

Station 87

500 Maloney Grove Ave SE  
North Bend, WA 98045                      5 Four-Fold Doors, 5 Overhead Doors  
1 High Security Swing Gate

Station 88

43204 SE 172<sup>nd</sup> Street  
North Bend, WA 98045                      2 Overhead Doors

## **Section 4: Proposal Evaluation**

### **4.01 Evaluation Procedures**

Proposals will be evaluated by Eastside Fire & Rescue. Eastside Fire & Rescue will consider the completeness of a vendor's proposal and how well the proposal meets the needs of Eastside Fire & Rescue. A contract will be awarded based upon the following criteria: price quote, equipment inventory, and the vendors demonstrated ability to provide bay door maintenance services.

### **4.02 Contract Award and Execution**

Eastside Fire & Rescue reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendor can offer.

Eastside Fire & Rescue shall not be bound or in any way obligated until both parties have executed a contract.

The general conditions and specification of the RFP and the successful vendor's response, as amended by Contract between Eastside Fire & Rescue and the successful vendor, including e-mail or written correspondence relative to the RFP, will become part of the contract documents. Additionally, Eastside Fire & Rescue will verify vendor representations that appear in the proposal. Failure of a vendor to perform services as represented may result in elimination of the vendor from further competition or in contract cancellation or termination.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with Eastside Fire & Rescue. A sample of Eastside Fire & Rescue contract is provided in Attachment "C". Please review the sample contract prior to submitting a proposal. These documents are for information purposes only and are not part of the submittal requirements.

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

If the selected vendor fails to sign the contract within five (5) business days of delivery of the final Contract, Eastside Fire & Rescue may elect to cancel the award and award the Contract to the next-highest ranked vendor.

All parties may incur no cost chargeable to the proposed contract before the date of execution of the Contract.

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**Form #1  
Proposal Form**

To: Eastside Fire & Rescue

From: Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

**1. Response:**

The undersigned hereby certifies that they have read the requirements and specifications for providing bay door maintenance services in accordance with Eastside Fire & Rescue's Request for Proposal; thoroughly understands the same; and proposes to meet or exceed the specifications.

**2. Exceptions**

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in Eastside Fire & Rescue's Request for Proposal.

No Exceptions

**3. The vendor's emergency response time is \_\_\_\_\_ hours.**

**4. Bid Amount (Semi-Annual Preventative Maintenance)**

Please provide a breakdown for bay door maintenance services at each station, providing a total at the bottom.

Headquarters \$ \_\_\_\_\_

Station 71 \$ \_\_\_\_\_

Station 72 \$ \_\_\_\_\_

Station 73 \$ \_\_\_\_\_

Station 74 \$ \_\_\_\_\_

Station 76 \$ \_\_\_\_\_

Station 78 \$ \_\_\_\_\_

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Station 81	\$ _____
Station 82	\$ _____
Station 83	\$ _____
Station 85	\$ _____
Station 86	\$ _____
Station 87	\$ _____
Station 88	\$ _____

SUBTOTAL	\$ _____
**SALES TAX @ 10%	\$ _____
TOTAL PRICE	\$ _____

-----  
**Signed:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**BID DUE DATE/TIME: Friday, September 4, 2020 at 12:00 pm**

\*\*Note: For the purpose of this proposal only, the tax rate shall be calculated at 10%. However, the Contractor awarded the contract shall bill monthly bay door maintenance services and repairs at the tax rate for the address location as dictated by the State of Washington Department of Revenue.

**Form #2  
Client Reference**

**Reference #1**

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

**Reference #2**

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

**Reference #3**

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

**Reference #4**

Reference Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

**“ATTACHMENT B”  
Insurance Requirements**

Insurance against claims for injuries to persons or damage to property arising out of or in connection with the performance of this Agreement by Contractor, its officers, employees and agents:

**Minimum Insurance**

- A. Automobile Liability Insurance with limits no less that \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- B. Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer’s liability.
- C. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident disease.
- D. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

**Verification of Coverage**

Before commencing work and services, Contractor shall provide to EF&R the Certificate of Insurance evidencing the required insurance. EF&R reserves the right to request and receive a certified copy of all required insurance policies.

**Self-Insured Retentions**

Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor. EF&R and its members shall be named as additional insureds on the Commercial General Liability Insurance Policy, with regard to work and services performed by or on behalf of Contractor, and a copy of the endorsement naming EF&R and its members as additional insureds shall be attached to the Certificate of Insurance.

**Other Provisions**

The insurance policies (1) shall state that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability; (2) shall be primary insurance with regard to EF&R and its members; and (3) shall state that EF&R will be given at least 30 days’ prior written notice of any cancellation, suspension or material change in coverage.

**Subcontractors**

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

**“ATTACHMENT C”**

**\*\*SAMPLE CONTRACT\*\***



175 Newport Way NW  
Issaquah, WA 98027  
425-392-3433

**MAINTENANCE SERVICES CONTRACT**

THIS AGREEMENT is entered into the date last below written between EASTSIDE FIRE & RESCUE (a joint operation of King County Fire Protection District No. 10, King County, Washington, King County Fire Protection District No. 38, King County, Washington, the City of Issaquah, Washington, the City of North Bend, Washington, and the City of Sammamish, Washington) ("EF&R"), and \_\_\_\_\_, ("Contractor").

**1. WORK BY CONTRACTOR**

The Contractor shall perform the work described in the Scope of Work, which is attached hereto as Attachment "A" and by this reference is incorporated herein.

**2. TERM OF CONTRACT**

- A. The term of this Contract shall be from \_\_\_\_\_ to \_\_\_\_\_.
- B. Prior to the expiration of the term of this Contract or any renewals or extensions thereof EF&R may, in its sole discretion, renew the Contract for \_\_\_\_\_ additional terms (s) or \_\_\_\_\_ year (s) upon the same terms and conditions.

**3. PAYMENT**

- A. EF&R shall pay the Contractor for such services: (Check one)
  - Hourly: \$\_\_\_\_\_ per hour, but not more than a total of \_\_\_\_\_.
  - Fixed Sum: A total amount of \$\_\_\_\_\_, to be paid per invoice schedule
  - Other:
- B. The Contractor shall maintain time and expense records, which may be requested by EF&R. The Contractor shall submit invoices to EF&R monthly for payment for work performed to the date of the invoice. All invoices must reference EF&R's purchase order number. Invoices shall be in a format acceptable to EF&R.
- C. EF&R shall pay all invoices from the Contractor by mailing a check within 30 days of receipt of a properly completed invoice.
- D. All records and accounts pertaining to this Contract are to be kept available for inspections by representatives of EF&R for a period of three (3) years after final payment. Copies shall be made available to EF&R upon request.

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- E. If during the course of the Contract, the work performed does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of this Contract. EF&R shall have the right to withhold payment for such work until it meets the requirements of the Contract.

**4. RESPONSIBILITY OF CONTRACTOR**

- A. Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- B. Warranty. Contractor shall be responsible for correcting any deficiencies and for completing all the work as described in Attachment A. Where deficiencies or failure to appear or perform would cause delay or lack of service to EF&R, EF&R may elect to recover liquidated damages as specified in Attachment A.
- C. Nondiscrimination/Equal Protection. In the hiring of employees for the performance of work under the Contract Documents the Contractor, its subcontractors, or any person acting on behalf of Contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- D. Employment. Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of EF&R. Any and all claims that may arise under the Workers Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged in any of the work or services provided or rendered herein, shall not be the obligation of EF&R.

**5. COMPLIANCE WITH LAWS**

- A. The Contractor shall comply with all federal, state and local laws and regulations applicable to the work done under this Contract.
- B. Any violation of the provisions of this Paragraph 5 shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by EF&R, in whole or in part, and may result in ineligibility for further work for EF&R.

**6. TERMINATION OF CONTRACT**

- A. EF&R may terminate this Contract and take possession of the premises and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor.
- B. In the event this Contract is terminated by EF&R, Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in Attachment A is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by EF&R in finishing the work, and all damages sustained by EF&R, or which may be sustained by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by EF&R to the Contractor. If EF&R's expense and damages exceed the unpaid balance, Contractor and its surety shall be jointly and severally liable therefore to EF&R and shall pay such difference to EF&R. Such expense and damages shall include all legal costs incurred by EF&R to protect the rights and interest of EF&R under the

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Contract, provided such legal costs shall be reasonable.

**7. OWNERSHIP OF DOCUMENTS**

- A. On payment to the Contractor by EF&R of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by EF&R under this Contract shall become the property of EF&R and shall be forwarded to EF&R upon its request.
- B. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of EF&R or by court order.

**8. CLAIMS**

Any claim against EF&R for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to EF&R within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by EF&R for final payment. Contractor, upon making application for final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

**9. GENERAL ADMINISTRATION AND MANAGEMENT**

Greg Tryon, Deputy Chief of EF&R, or designee, shall be EF&R's representative, and shall oversee and approve all work to be performed, coordinate all communications, and review and approve all invoices, under this Contract.

**10. HOLD HARMLESS**

- A. The Contractor shall protect, defend, indemnify and save harmless EF&R and its members, officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects EF&R only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event EF&R incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from the Contractor.
- B. EF&R and its members shall protect, defend, indemnify and save harmless the Contractor, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of EF&R and its members, officers, employees or agents in performing this Contract. EF&R agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, EF&R, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this article, all such fees, expenses and costs shall be recoverable from EF&R.

**11. INSURANCE**

The Contractor shall maintain insurance as set for in Attachment B.

**12. PREVAILING WAGE**

The Contractor shall comply with the Prevailing Wage Rate Requirements in Attachment C.

**13. SUBLETTING OR ASSIGNING OF CONTRACTS**

Neither EF&R nor the Contractor shall assign, transfer, or encumber any rights, duties or interest accruing from this Contract without the express prior written consent of the other.

**14. INDEPENDENT CONTRACTOR**

The Contractor is and shall be at all times during the terms of this Contract an independent contractor and not an employee of EF&R.

**15. EXTENT OF CONTRACT/MODIFICATION**

This Contract, together with the attachments and/or addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as of \_\_\_\_\_, 2020.

**CONTRACTOR**

**EASTSIDE FIRE & RESCUE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Phone Number: \_\_\_\_\_