



TOWN OF SCARBOROUGH
Fire Department
259 US Route One
Scarborough, ME 04070-0360

Request for Proposal
RFP 142015
Date of Issue: 1/5/15

Pumper Fire Apparatus

Important Notice: If you received this solicitation from the Town of Scarborough's web site, you must register with the Purchasing Agent to receive subsequent amendments.

Thomas Hall
Town Manager

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SECTION ONE

INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Information, & Deadline for RFP

*****This is not a public bid opening*****

Bidders must submit three (3) copies of their proposal, in writing, to the Purchasing Agent in a sealed envelope. It must be addressed as follows:

Attention: ***Town of Scarborough, Purchasing Agent***
Request for Proposal (RFP) Number: ***142015***
Pumper Fire Apparatus
P. O. Box 360
259 US Route One
Scarborough, ME, 04070-0360

Proposals must be received no later than 3:00 P.M. on **Thursday January 29, 2015**. Faxed and/or emailed proposals are not acceptable.

A Bidders failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

Contact info:

Kim Massa, Purchasing Specialist

EMAIL - ***kmassa@ci.scarborough.me.us***

PHONE ***207-730-4083*** - FAX ***207-730-4088***

The preferred method of contact is via email.

1.02 Purpose of the RFP / Background Information

The Scarborough Fire Department is a combination municipal department with a split 3/4 ISO rating protecting one of the fastest growing communities in the State of Maine with a population of approximately 19,000. Scarborough is a diverse suburb of the city of Portland located on southern Maine's coastline. Our community encompasses 54 square miles and is covered by six neighborhood fire stations. The department responds to approximately 4,000 annual calls for service providing ALS level EMS service with two staffed ambulances, and suppression protection with six engine companies, two ladder companies, a heavy rescue, marine rescue team, and assorted other ancillary apparatus.

The purpose of this RFP is to solicit formal proposals for the construction and delivery of a Pumper Fire Apparatus to replace our current 1990 E-One pumper as specified in Section 5.

1.03 Contract Term and Work Schedule

The manufacturer shall specify the number of working days after award of the contract for construction and delivery. This shall set out the contract term and work schedule to be adhered to in the contract.

1.04 Budget

The Scarborough Town Council has approved a budget appropriation and the voters of Scarborough have authorized a bond for the purchase of this apparatus.

1.05 Required Review

Bidders should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Agent at least five (5) days before the proposal deadline. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of bidder's proposals upon which award could not be made.

1.06 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the Purchasing Agent.

Two types of questions generally arise; (1) may be answered by directing the questioner to a specific section of the RFP; and (2) such questions that are more complex and require a written amendment to the RFP. The Fire Chief and Purchasing Agent will make such determinations.

1.07 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the Purchasing Agent as having downloaded the RFP from the Town of Scarborough web site.

1.08 Alternate Proposals

Bidders may submit one alternate proposal in addition to their primary proposal for evaluation.

1.09 Right of Rejection

The Town of Scarborough reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, to waive any minor discrepancies or technicalities, to further negotiate with any bidder, and the right to inspect the equipment prior to delivery.

Bidders must comply with all of the terms of the RFP, the Town Purchasing Ordinance, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Agent may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Minor informalities that may be waived by the Purchasing Agent:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

1.10 Town Not Responsible for Preparation Costs

The Town will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.11 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Town of Scarborough and may be returned only at the Town's option. Public records are to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the bidder requests, in writing, that the Purchasing Agent does so, and if the Purchasing Agent agrees, in writing, to do so. Material considered confidential by the bidder must be clearly identified and the bidder must include a brief statement that sets out the reasons for confidentiality.

1.12 Bidder's Certification

By signature on the proposal, bidders certify that they comply with:

- (a) All applicable Federal, State and local laws, ordinances, rules and regulations;
- (b) All terms and conditions set out in this RFP;
- (c) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (d) That the offers will remain open and valid for at least 90 days; and

If any bidder fails to comply with [a] through [d] of this paragraph, the Town reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.13 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the Town of Scarborough) and, if so, the nature of that conflict. The Town Manager or his designee, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the bidder. The Town Manager's determination regarding any questions of conflict of interest shall be final.

1.14 Solicitation Advertising

Public notice has been provided in accordance with the Town of Scarborough Purchasing Ordinance.

1.15 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the Fire Chief and/or Purchasing Agent.

1.16 Dispute Resolution

Any controversy or claim arising out of or related to this Proposal and subsequent Contract that cannot be resolved between the Town and Bidder shall be submitted to the Superior Court for Cumberland County, Maine.

1.17 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the bidder to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the deadline for submittals date.

2.02 Site Inspection

The Town may conduct on-site visits to evaluate the bidder's capacity to perform the contract. A bidder must agree, at risk of being found non-responsive and having its proposal rejected, to provide the Town reasonable access to relevant portions of its facilities.

2.03 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the Town's request.

2.04 Supplemental Terms and Conditions

Proposals must comply with Section **1.09 Right of Rejection**. However, if the Town fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP, or that diminishes the Town's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) If the Town's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.05 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Agent, Fire Chief or the proposal evaluation committee are permitted with a bidder to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Purchasing Agent, Fire Chief or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.06 Discussions with Bidders

The Town may conduct discussions with bidders. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Purchasing Agent, Fire Chief or evaluation committee. Discussions will only be held with bidders who have submitted a proposal deemed reasonably susceptible for award by the Purchasing Agent, Fire Chief, or evaluation committee. Discussions, if held, will be after initial evaluation of proposals. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Agent may set a time for best and final proposal submissions from those bidders with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If a bidder does not submit a best and final proposal or a notice of withdrawal, the bidder's immediate previous proposal is considered the bidder's best and final proposal.

2.07 Prior Experience

Minimum prior experience details will be discussed in Section 3.03 "Manufacturer's Qualifications" of the RFP.

2.08 Evaluation of Proposals

The Purchasing Agent, Fire Chief, or an evaluation committee will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section 7 of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.09 Federal Tax ID

A valid Federal Tax ID, *if applicable* must be submitted to the Town if so requested.

2.10 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location in the Town of Scarborough, Maine.

2.11 Contract Negotiation

After final evaluation, the Purchasing Agent, Fire Chief or evaluation committee may negotiate with any bidder whose proposal is in the best interest of the Town. Negotiations, if held, shall be within the scope of the request for proposals. If the highest-ranked bidder fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the Town may terminate negotiations and negotiate with the bidder of the next highest-ranked proposal.

Contract negotiations will take place in **Scarborough, ME**; therefore the bidder will be responsible for their travel and per diem expenses.

2.12 Failure to Negotiate

If the selected bidder

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the bidder and the Town, after a good faith effort, simply cannot come to terms,

The Town may terminate negotiations with the bidder initially selected and commence negotiations with the next highest ranked bidder.

2.13 Notice of Intent to Award — Bidder Notification of Selection

After the completion of contract negotiation the Purchasing Agent will issue a written Notice of Intent to Award and send copies to all bidders. This will set out the names of all bidders and identify the proposal selected for award.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Intent

The intent of these specifications is to set forth minimum standards for the design, construction, performance, and acceptance requirements for a Fire Pumper apparatus. All components not specifically mentioned herein, but which are necessary for completion of the unit shall be included and shall conform to the best practices known to the fire apparatus industry. Each bidder is requested to reply in the format of these specifications to facilitate the purchaser's review of the bid.

It is not the intent of these specifications to favor any one manufacturer and, therefore, should not be considered restrictive. Throughout these specifications there are references to certain brand-name components from particular manufacturers that have been included for specific reasons. The specifications have been designed to derive acceptable performance criteria. The model bid must have been in production and available to the fire service for a period of not less than five years.

It is further intended that the latest edition of NFPA 1901 Standard for Automotive Fire Apparatus shall apply in total unless otherwise specifically omitted or these specifications exceed the requirements of NFPA 1901.

3.02 Variance from Specifications

Each bidder shall submit a list of any and all exceptions to these specifications with the reason for each exception and shall clearly mark the list "EXCEPTIONS TO SPECIFICATIONS". Exceptions explained to the satisfaction of the Fire Chief will not be a cause for rejection. Failure to comply with the listing of exceptions will constitute a cause for rejection. Or, if not discovered until delivery, a penalty of up to ten percent of the total purchase price of the vehicle.

Under no conditions will any deviation from these specifications be acceptable without the written consent of the Fire Chief of the Town of Scarborough, Maine. Neither the Town of Scarborough, Maine, nor any of its agents or officials, shall be held liable for any infringements of patents or patented processes, devices, or articles used in the manufacture of the proposed fire apparatus, or any of the appliances furnished under the contract.

The bidders list of "EXCEPTIONS TO SPECIFICATIONS" shall be so numbered as to correspond to the reference

number of that item in these specifications for ease of comparison.

The Town of Scarborough's specifications are the final authority and unless written exception is taken, it is assumed that these specifications have been complied with in total. Any errors or omissions shall be the responsibility of the bidder. Proposals taking total exception to the publicized specifications or stating that the bidder's proposal takes precedence over the published specifications may be immediately rejected as being non-responsive.

3.03 Manufacturer's Qualifications

The bidder must furnish satisfactory proof to the Town of Scarborough that they have adequate facilities, equipment, financial resources, and a capable work force to design and manufacture the apparatus in accordance with these specifications and meet the delivery date agreed upon between the Town and the manufacturer.

Bidders must further establish their permanency in the industry so as to guarantee the Town a source of supply for replacement parts for any and all components used in the manufacture of the apparatus.

The bidder shall state the location of the factory approved service agency nearest to the Town of Scarborough and shall furnish satisfactory proof of the capability of such service agency to provide replacement parts and service within an acceptable period of time. The facility must be staffed by full time personnel who are factory trained and EVT certified in the operation and repair of the fire apparatus, including the pump, with full authorization of the manufacturer. The maintenance facility shall maintain a complete inventory including major pump parts, body components, electrical items, fire apparatus hardware, etc., and shall offer services including pump overhaul, body fabrication, collision repair, and a paint shop as well as mobile on-site repairs.

Due to the highly specialized nature of fire apparatus repair, emergency vehicle technicians employed by the maintenance facility shall be in conformance with NFPA standards 1915 and 1071. The facility shall employ full time E.V.T. certified technicians including a minimum of one (1) technician certified as a "Master Mechanic" (having amassed every EVT certification). Proof of current certification shall be supplied with the bid.

The bidder shall clearly state the warranty provided against defects in material and workmanship for all parts and components of the proposed apparatus. The warranties for all parts and components shall be provided by the apparatus manufacturer. The Scarborough Fire Department intends to deal with a single source contact for all warrantee issues. If a manufacturer chooses to use a third party chassis in the construction of this apparatus that manufacturer shall assume and provide warrantee repairs as if it was their own chassis.

3.04 Delivery – Liquidated Damages

The bidder shall specify the number of working days after award of the contract for construction and delivery. A one hundred dollar (\$100.00) per day penalty fee will be charged for every working day beyond the stated delivery time.

The apparatus shall be delivered to Scarborough, Maine under its own power to assure adequate break-in while under warranty. A qualified engineer shall be sent to Scarborough to train the members on the apparatus. The engineer shall remain in Scarborough for a minimum of one full day and one evening or Saturday morning to conduct road tests, stability tests, operational tests, and to instruct fire department personnel in operation and maintenance of the apparatus to the satisfaction of the Fire Chief. This shall be a full instructional program including both classroom and practical or hands-on training.

3.05 Contract Award

The Town of Scarborough reserves the right to reject any or all bids and to accept the bid considered to be in the best interest of the Town of Scarborough. The Town also reserves the right to negotiate a purchase price higher or lower with any of the bidders.

The successful bidder shall arrange, at his expense, for one (1) pre-build conference trip to the factory by four officials of the Town of Scarborough Fire Department. The timing of trip shall be scheduled with the successful bidder so that the Fire Chief and members of the Scarborough Fire Department Truck Committee can confer with the manufacturer's engineer and sales staff on all details of the specifications, to assure that both parties to the contract are in complete agreement on all phases of construction and design of the apparatus prior to the start of construction. Said engineer shall provide all technical and engineering data as may be required. The cost of transportation, food, and lodging shall be borne by the bidder. A description of this trip is to be included in the proposal and the cost shall be included in the net price of the apparatus. This trip is not an option and shall not be listed as such.

3.06 Acceptance Authority

The Fire Chief and the Scarborough Fire Department Truck Committee or their designated representative shall be the acceptance authority. Acceptance shall be made following an initial inspection at the factory and a complete inspection and certification test in the Town of Scarborough upon delivery for compliance with the specifications.

The acceptance will not be made until successful completion of all acceptance tests and requirements detailed herein; and the submission of all data required of the manufacturer under the latest edition of the NFPA 1901, National Board of Underwriters, and other such requirements that the Town of Scarborough has requested from the successful bidder. All the appropriate NFPA and D.O.T. standards applicable must be in compliance upon delivery of the apparatus before acceptance can be made.

The bidder shall arrange, at his expense, for one (1) inspection trip to the factory by four officials of the Town of Scarborough Fire Department. The timing of this trip shall be scheduled with the successful bidder once the apparatus is complete and ready for delivery. The cost of transportation, food, and lodging shall be borne by the bidder. A description of this trip is to be included in the proposal and the cost shall be included in the net price of the apparatus. This trip is not an option and shall not be listed as such.

Responsibility for the apparatus and equipment will remain with the manufacturer until the satisfactory completion of acceptance tests and formal acceptance by the Town of Scarborough.

3.07 General Requirements

The apparatus with all appliances new, complete, and ready for operation shall be furnished under these specifications and shall meet all requirements herein.

The apparatus, and all major components, shall be manufactured in the United States. Where these specifications indicate a specific brand name, model number, dimension, or capacity, the same shall be supplied. These items were selected for their reliability and availability of replacement on a local basis. Any deviation must be clearly listed under variance to specifications as outlined in section 3.02 Variance from Specifications.

All parts and components must be new and the bidder shall furnish a complete job-ready apparatus that shall conform in strength, quality, and workmanship to what is provided by the commercial manufacturing industry. The Town will not accept quotations on equipment of a model number covering smaller equipment or component parts that have been built up in various ways to meet a specific specification.

All items appearing in the bidder's regular published specifications shall be included in the bidder's proposal. The following specifications shall be the minimum requirements and the equipment bid on shall be the manufacturer's latest model and design.

If these specifications either in whole or in part do not meet all Federal and State D.O.T. regulatory compliance and safety requirements set forth by the Occupational Health Administration (OSHA), it shall be the responsibility of the successful bidder to bring the specified unit into compliance prior to award of the bid. It is further intended that the latest edition of NFPA 1901 shall apply in total unless otherwise specified.

Axle and suspension components listed in these specifications shall be considered minimum. If components of higher capacity are required, it shall be the responsibility of the bidder to provide them. Weight distribution shall not load the vehicle in such a manner as to exceed any individual axle rating, spring or spring hanger rating, or tire and wheel rating. Axles are to carry weight distributions as per S.A.E. axle loading recommendations.

There shall be, within 150 miles, an authorized repair service center which shall maintain a stock of spare parts for any make of equipment that a bidder offers in this proposal.

Should the bidder find any discrepancies, omissions, conflicts, or be in doubt as to the meaning of any section of these specifications, the bidder shall request an interpretation or clarification in writing from the purchaser no later than five (5) days prior to the date of the bid opening. Proper interpretation or the making of any necessary inquiry shall be the responsibility of the bidder. Oral responses and/or interpretations will not be binding on the purchaser.

The delivered apparatus shall have a certified G.V.R.W. weight plate applied to the vehicle to assure the Apparatus meets all laws pertaining to the weight carrying capacity of the vehicle.

The manufacturer must have a sales representative located within a four hour drive of the purchaser to coordinate the contract, delivery, and service of the apparatus.

In the interest of firefighter safety, the specified cab must meet and exceed the ECE R-29 crashworthiness standard. Third party certification of the actual test results must be provided to authenticate the results of the testing.

The manufacturer must supply, at the time of delivery, two (2) complete and detailed operation, service and maintenance manuals in electronic format. The electronic manuals shall include the following information:

- Operating instructions, descriptions, specifications, and ratings for the chassis, installed components, and auxiliary systems.
- Warnings and cautions pertaining to the operation and maintenance of the fire apparatus and firefighting systems.
- Charts, tables, checklists, and illustrations relating to lubrication, cleaning, troubleshooting, diagnostics, and inspections.
- Instructions regarding the frequency and procedure for recommended maintenance.
- Maintenance instructions for the repair and replacement of installed components.
- Parts listing with descriptions and illustrations for identification.
- Warranty descriptions and coverage.

The manufacturer shall list all recommended engine, hydraulic, and transmission oils, and other lubrication required by weight.

In the event the apparatus fails to meet the test requirements of these specifications on first trials, second trials may be made at the option of the bidder within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive, and failure to comply with these requirements shall be cause for rejection. Failure to make such changes as the purchaser may consider necessary to conform to any clause of the specifications within thirty (30) days after notice is given to the bidder to make such changes shall also be cause for rejection.

Permission to keep or store apparatus in any building owned or occupied by the purchaser during the above specified period shall not constitute acceptance of the apparatus.

The manufacturer shall assure that welding shall not be employed in the assembly of the apparatus in a manner that will prevent the ready removal of any component part for service or repair.

The apparatus shall be designed and constructed so that all equipment, water tank, crew, and items necessary for the design purpose of the apparatus, can be carried without overloading the apparatus.

In as much as the apparatus will be subject to emergency service for a period of twenty-five (25) years, the manufacturer must certify the following:

- (a) Parts and service for all components shall be available for twenty-five (25) years.
- (b) The unit proposed is not a prototype, and is of an established model and design.

3.08 Contract Approval

This RFP does not, by itself, obligate the Town. The Town's obligation will commence when the contract is approved by the Town Manager, or the Town Manager's designee. Upon written notice to the contractor, the Town may set a different starting date for the contract. The Town will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date agreed upon.

3.09 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into any resulting contract.

3.10 Additional Terms and Conditions

The Town reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.11 Insurance Requirements

Due to the high cost of replacement of this apparatus, and for the protection of the Town, the bidder must provide proof of liability insurance in an amount of at least \$10,000,000.

Additional insurance requirements are contained in Section 4. Objections to any of the requirements in Section 4 must be set out in the Bidder's proposal.

3.12 Bid Bond - Performance Bond

Bid Bond

Each proposal must be accompanied by a bid bond in the penal amount of ten percent of the maximum amount of the bid, to assure the purchaser of adherence of the bidder to his bid, the execution of the contract, and the furnishing of a performance bond if such bid is accepted. The amount of such bond shall be forfeited and shall be retained by the purchaser as liquidated damages for failure to produce the required performance bond or meet any other requirements of the contract within the time frames specified.

Performance Bond

At the time of contract signing, the bidder shall supply to the Town a performance bond in an amount equal to one hundred percent of the contract price furnished by a surety or bonding company licensed to do business in the State of Maine and satisfactory to the Town. Such performance bond is to guarantee the bidder's ability to deliver the equipment for which it has contracted between the time of the contract execution and the subsequent acceptance by the purchaser. If the bidder to whom the contract is awarded refuses, neglects to execute, or fails to furnish the required one hundred percent performance bond within thirty (30) days after notice to such of the award or by the date of the contract signing (whichever occurs later), in addition to the one hundred percent performance bond, the bidder shall also be liable for, and agrees to pay the purchaser, on demand, the difference between the price bid by him and the price for which the contract shall be subsequently relet, together with the cost of reletting, if any, less the amount of the deposit provided. However, in no event shall the purchaser recover any amount in excess of the costs incurred by it for such reletting. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action based upon such accepted bid. At the time of the purchaser's acceptance of the apparatus, the bidder may cancel, or cause to be canceled the performance bond.

3.13 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

3.14 Proposed Payment Procedures

The Town of Scarborough agrees to pay the total sum of the contract price at the time of acceptance and upon receipt of a bill for all items covered under the purchase agreement. Bidders should take into account any discounts and time allowances in accordance with the above policy. Bidders should also quote a price exclusive of all federal, state, and local taxes.

The Town of Scarborough will entertain clearly defined pre-payment discount options secured by the performance bond. Those discounts will require further negotiations but will be considered during the evaluation process as outlined in section 7.

Failure to complete the project that is the subject of this bid within the time constraints and quality standards set forth in the specifications shall create a right in the Town to the following cumulative remedies:

- (a) Termination of the award
- (b) Reimbursement of all costs associated with awarding of the bid to the next highest ranked bidder.
- (c) Payment of any damages to the Town caused by the delay, including any increase in costs associated with selecting the next highest ranked or available bidder on the project.
- (d) If there is no additional available bidder on the project, payment to the Town of all costs associated with re-bidding the project.
- (e) Any other legal remedies available under Maine law for breach of a contractual agreement.

If, for any reason, the Scarborough Fire Department Truck Committee or Fire Chief find any deficiencies during the acceptance testing and inspection of the apparatus, an amount of money sufficient to correct said deficiencies shall be withheld from the payment amount until such items are corrected to the satisfaction of the above mentioned parties.

3.15 Termination for Default

If the Purchasing Agent, and/or Fire Chief determine that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Town may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the Town's termination rights under the contract provisions.

SECTION FOUR INSURANCE INFORMATION

4.01 Indemnification and Insurance

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town", as used within this and the following article, include the employees, agents

and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

INSURANCE: Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the Town shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance and copies of the actual policies must be furnished to the Purchasing Agent prior to beginning work and must provide for a 30-day prior notice of cancellation, non-renewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services.

Proof of insurance is required for the following:

The contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance and copies of the actual policies shall be filed with the Purchasing Agent within five (5) days following notification of the Bid Award.

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

LIABILITY INSURANCE:

The Contractor shall carry and maintain, until final written acceptance of the work by the town, insurance as specified below and in such form as shall protect the Town of Scarborough and its employees and officials from all claims and liability for damages and bodily injury including accidental death and for property damage which may arise from operations under this Contract. Except as otherwise stated, the amounts of such insurance shall be for each policy not less than:

- (a) For liability, for bodily injury, including accidental death \$10,000,000 on account of one occurrence and \$10,000,000 aggregate limit.
- (b) For liability for property damage \$1,000,000 on account of any one occurrence and \$1,000,000 aggregate limit.
- (c) All policies shall be so written that the Purchasing Agent's office of the Town of Scarborough will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier shall be filed with the Town before operations may begin. Certificates shall make no claims against the Town of Scarborough or its officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability Insurance with a minimum limit of liability for bodily injury, property damage or death in the amount of \$400,000 for each occurrence. Failure to supply satisfactory proof of insurance within the time required will cause the Town to declare the bidder non-responsive and to reject the bid.

SECTION FIVE SPECIFICATIONS

5.01 Specification Details

The following specification details are the minimum requirements the Town has specified for a Pumper Fire Apparatus. The bidder shall respond with detailed specifications of how they intend to meet the various components listed below.

This form must be completed and returned as part of the bidder's proposal

Bidder shall check the box under C if they comply and under E if they are taking exception to that line item. Bidder is also required to indicate the page or section number of their proposal that corresponds to the specific line item in this section for ease of comparison and verification.

C	E	Page	Description
			1. Cab
			1.0 Custom cab constructed of aluminum with seating for a minimum of five (5) personnel. Bidder shall provide details of their cab construction including dimensions.
			1.1 Cab shall include a minimum 10" raised roof design
			1.2 Cab to be approximately 96" wide and provide for maximum driver and officer hip room
			1.3 Cab shall be of an extended cab design to allow for additional interior space for passengers to enter and egress and for the EMS cabinet outlined below. Bidder to supply details of their design including detailed drawings including interior dimensions
			1.4 Electric-over-hydraulic cab tilt system. If the electronic engine monitoring system displays fluid levels no additional secondary access is required to check fluids in the doghouse to improve sound deadening insulation in the cab area.
			1.5 Driver's seat shall be a Bostrom-type air adjustable or self-compensating seat with retractable 3-pt shoulder and seat belts
			1.6 All seats (accept the driver's) will include SecureAll (or equivalent) 4.5 SCBA bottle brackets & retractable 3-point shoulder and seat belts.
			1.7 Cab to include an occupant protection system (air bags). Bidder to provide details of the safety systems designed into the cab model they bid
			1.8 Cab shall include full length cab doors enclosing the access steps
			1.8.1 A 12" long, outward cascading, amber LED strip light shall be installed at the top of each cab entry door and shall activate when the door is ajar
			1.8.2 The interior of all cab entry doors shall include high visibility reflective safety tape around the outer edge
			1.8.3 Reflective chevron stripping shall be installed on the lower portion of the interior of each cab door
			1.9 Under seat storage compartments shall be provided wherever possible
			1.10 Cab equipped with heat & air conditioning system. Bidder shall specify the type and location of the heating and cooling system components including their rated capacities
			1.11 Heated, remote controlled, west coast style mirrors. Bidder shall specify brand, model, and dimensions
			1.12 Two (2) variable speed fans for added ventilation and defrosting. These fans shall be wired such that the driver has the ability to activate both fans from the driver's position

C	E	Page	Description
			1.13 Chrome front bumper with extension to include a low profile booster reel as outlined in the Fire Pump and Plumbing section and two (2) chrome recessed Grover stutter tone 1510 air horns, one each side.
			1.14 Chrome plated, flush mounted electronic siren/PA speaker located in front bumper
			1.15 Full size mud flaps shall be included behind each tire
			1.16 An auxiliary speedometer shall be located in front of the officers seat
			1.17 An interior/exterior EMS storage cabinet shall be provided in the cab behind the driver's seat. Bidder shall specify the size and design of this cabinet
			1.18 A large flashing amber warning light with audible signal shall be installed in the cab for open crew or compartment door notification
			1.19 Cab shall include electric window option for all doors including driver control for all windows
			1.20 Cab shall include a heavy duty use interior finish with a Line-X™ or similar protective coating with minimal plastic or vinyl covering
			1.21 The rear exterior cab corners shall be protected full length with polished stainless steel, diamond plate, or chrome edge guards
			1.22 Sun visors that provide protection for as much of the full width of the windshield as possible shall be provided in the cab
			1.23 An FM radio shall be included in the cab with speakers in the passenger compartment
			1.24 An NFPA 1901 compliant video camera and data recording system shall be included as outlined below.
			1.24.1 Purchaser prefers a Safety Vision brand SVR-4100 system with removable SD card
			1.24.2 A front facing camera
			1.24.3 A rear mounted back up camera, with a microphone so the driver can hear commands from the spotter, that automatically comes on when apparatus is placed in reverse with a manual control to turn it on regardless of the gear selected
			1.24.4 Driver and passenger side cameras to cover the blind areas in the rear view mirrors that come on with activation of the turn signal and shut off upon cancellation of that signal
			1.24.5 Mounting location of the monitor shall be determined at the pre-bid conference
			1.25 A Fire Com digital 5200D brand combination wired/wireless intercom system shall be included for all seating positions.
			1.25.1 The headsets (model UH-54) for the 3 passengers in the rear shall be hard-wired and set to operate on the intercom in a voice activated mode without having to push to talk. The passenger headsets shall not be wired to transmit over the radio, but they shall be able to monitor the radio transmissions.
			1.25.2 The driver & officer's positions shall have wireless headsets (model UHW-51) that operate on the intercom in a voice activated mode without having to push to talk. A push to talk switch shall be included on these headsets to talk on the radio
			1.25.3 The headsets shall be designed for fire apparatus use and to fit comfortably under a helmet. They shall also be designed for maximum hearing protection, and have a volume control knob on the headset. Hooks shall be provided at each seat position to store the headsets when not in use.
			1.25.4 Mounting location for the wireless transmitters not to impede driver's vision through the windshield
			2. <u>Chassis, Suspension & Brakes</u>
			2.0 Air operated service brakes, S-Cam design with Q-Plus shoes. Maximum size available for the axle size.
			2.1 Regular reservoir plus auxiliary reservoir for rapid buildup with manual drains
			2.2 Bendix or Wabco brand air dryer system

C	E	Page	Description
			2.3 Bendix or Wabco brand (ABS) anti-lock braking system
			2.4 Roll/stability control system. Bidder to specify details of this system in their proposal
			2.5 Frame, fire service rated. Bidder to specify in detail the frame construction, minimum yield strength, resistance to bending movement, frame section modulus, and frame warrantee in the bid documents
			2.5.1 Frame to be painted prior to assembly. This apparatus operates in severe winter conditions and the town is looking for maximum rustproofing options. Bidder to detail their frame rustproofing options, details, and warrantee coverage. (See optional bid items for those that offer a galvanized frame option)
			2.5.2 Two (2) steel, painted job color, front tow hooks shall be fastened directly to the frame, below the front bumper. Two (2) steel, painted job color, tow eyes shall be furnished on the rear of the vehicle for towing (not lifting). The tow eyes shall be bolted directly to the chassis frame rails.
			2.6 Dual acting shock absorbers shall be installed both front and rear
			2.7 Dimensions – Bidders to provide data on overall apparatus height, width, length, maximum turning radius, and wheelbase. A sign stating the overall apparatus height shall be installed within easy view of the driver.
			2.8 Parking brake control shall be located so it can be activated by either the driver or officer
			2.9 Fuel tank and supporting straps shall be made of stainless steel
			2.10 Front and rear axle rated for the designed use and load and geared for a maximum road speed of 65 mph
			2.11 Automatic Vogel/SKF brand chassis lubrication system that automatically greases all serviceable fittings. Grease fittings shall be installed and connected to the automatic lubrication system in all areas where grease is required. Threaded plugs that require the buyer to install grease fittings, or fittings not connected to the auto lube system are not acceptable
			3. <u>Engine & Transmission & Cooling System</u>
			3.0 Engine, Cummins or Detroit Diesel properly sized for this application. Bidder to supply detailed documentation of engine performance specifications
			3.1 Transmission, Allison brand electronic, automatic, properly matched to engine selection
			3.2 Jacobson engine breaking system
			3.3 Cooling system is to be a pressurized type to provide proper cooling under atmospheric temperature to 120 degrees Fahrenheit without overheating or loss of coolant. Bidder to specify the radiator & cooling system design, materials, and capacity
			4. <u>Wheels & Tires</u>
			4.0 Alcoa brand Albright aluminum wheels front & rear polished on both sides
			4.1 Michelin brand radial tires shall be provided. Front tread design X,XTE, Rear tread design XDN2
			4.2 The wheel wells shall be equipped with fully removable, bolt-in, inner wheel well liners. The liners shall extend full depth into the truck frame. A rubber seal shall be installed to cover the gap between the liner and apparatus frame
			4.3 The cab & body wheel well openings shall be trimmed with replaceable, bolt-on, polished stainless steel fenderettes of sufficient width to match tire width. Nylon spacers shall be utilized at the attachment points to reduce buildup of road grim and to prevent corrosion with dissimilar metals
			5. <u>Apparatus Body & Compartments</u>
			5.0 The pumper apparatus shall be a rescue style body and top-mounted pump panel design providing maximum compartment storage.

C	E	Page	Description
			5.1 Apparatus body to be fabricated of aluminum. The design and construction process, including gauge of materials used, shall be described in detail in the bidder's proposal.
			5.2 The apparatus body style shall be the widest available for maximum depth of storage compartments. Bidder's proposal shall include exact interior dimensions as well as the cubic feet of storage capacity provided in each compartment
			5.3 Compartment doors to be roll-up style. Bidder to describe in detail the door construction details including the latching mechanisms. Dover brand doors are preferred.
			5.3.1 Drip pans shall be included to protect storage areas from water and contaminants.
			5.4 Apparatus to include a replaceable rear bumper designed to protect controls, lights, and appliances on the rear of the apparatus.
			5.5 In lieu of a full-width rear step we prefer the lower section of the rear compartments on each side extend to the rear of the rear step. A diamond plate standing area shall be provided on the top of each of these compartment extensions (both sides) to facilitate hose bed access.
			5.6 The apparatus will include the maximum SCBA bottle and fire extinguisher storage compartments possible in the wheel well areas. Bidder shall provide details of the size, door style, locations, and capacity of these compartments
			5.7 All cabinet floors, trays, and shelves shall include an interlocking mat system
			5.8 The interior compartment and pump panel finish shall be Line-X™ brand lining
			5.9 Six (6) adjustable and/or tip-down shelves or tool boards shall be provided and installed as directed in pre-bid conference.
			5.10 Two (2) full width sliding trays with a minimum capacity of 250 lbs. shall be provided. Location to be determined at the pre-construction meeting. Slides shall be equipped with ball bearings for ease of operation. The trays shall have a positive lock-in and positive lock-out latching system mounted to the underside of the tray.
			5.11 An enclosed rear ground ladder tunnel compartment shall include storage for the following equipment. All equipment listed shall be supplied and installed as part of this proposal. All ground ladders must be NFPA compliant aluminum ladders
			5.11.1 1-24' extension ladder
			5.11.2 1-14' roof ladder
			5.11.3 1-8' folding attic ladder
			5.11.4 1 – 10' NYC style fiberglass pike pole
			5.11.5 1 – 6' NYC style fiberglass pike pole
			5.11.6 Storage area/bracket for an EMS backboard provided by the purchaser
			5.12 The apparatus shall include two (2) crosslays and two (2) speedlays located near the pump panel as low as possible for ease of deployment and loading. The location, hose size, and capacity is outlined in the Fire Pump and Plumbing section.
			5.13 Two enclosed hard suction storage compartments shall be provided in the rear of the apparatus accessible when standing on the ground.
			5.14 Hose body to be divided into three compartments through the use of two bolt on adjustable partitions. The floor of the hose bed and partitions shall be constructed of aluminum or stainless steel. Hose bed capacity shall be:
			5.14.1 Driver's Side – 400' of 1.75" hose
			5.14.2 Center – 1,500' of 5" LDH hose
			5.14.3 Passenger Side – 400' of 3" hose

C	E	Page	Description
			6. Fire Pump & Plumbing
			6.0 Apparatus to include a 1,500 gpm Waterous CSU single-stage centrifugal pump with independent UL pump test certification
			6.1 Once designed and engineered, detailed drawings of the pump panel layout shall be sent to the Scarborough Fire Department for approval prior to construction. Successful bidder only
			6.2 Top mounted pump control panel with controls for all discharges and suction valves from the top operator's position.
			6.2.1 Pump compartment module to extend full width of the body with a set of padded "Mansaver bars" installed on each end of the operator's walkway
			6.3 In addition to the pump panel mounted water level gauge, three (3) additional LED color coded remote water level gauges shall be located one on each side of the pump panel and one on the rear of the apparatus (Whelen model # PSTANK)
			6.4 Fire Research Pump Boss brand electronic pressure governor & engine monitoring system.
			6.5 Pump to include a Waterous pump overheat protection manager system including a thermal relief valve
			6.6 Additional Waterous sacrificial zinc pump anodes shall be installed
			6.7 Pump to include a Waterous internal relief valve with a user adjustable pressure control located at the pump operator's panel
			6.8 Two (2) each 6" suction ports with strainers shall be provided
			6.8.1 The passenger's side suction port shall include an electrically actuated Waterous Monarch Intake valve (MIV) with 3/4" air bleeder plumbed to the pump panel. This valve must allow feathering throughout the range of the valve and it requires a 6" NST - 4" Storz adaptor with cap and chain
			6.8.2 The driver's side suction port requires one (1) each blind 6" cap with long handles
			6.8.3 Both suction ports shall have extensions to facilitate connection of suction hose.
			6.9 There shall be one (1) 2 1/2" full flow suction intake with ball type valve on the operator's side of vehicle
			6.10 Fabricated discharge piping shall be constructed of minimum of sch. 10 stainless steel
			6.11 All valves, with the exception of the MIV valve, shall be Akron brand stainless steel
			6.12 An emergency evacuation air horn switch shall be mounted on the pump panel
			6.13 Pump panels shall be properly illuminated with LED type lights. Lights for the pumping operation shall activate when the pump is placed in operation.
			6.14 Suction inlets & discharge outlets equipped with stainless steel trim panels
			6.15 Pump primer shall be a Trident Emergency Products brand, compressed air powered, multi-stage, venture based AirPrime™ system. The compressed air tank for this primer shall be mounted in such a location as to be easily serviceable and so as not to impede the servicing of any other component of the apparatus.
			6.16 There shall be a pneumatically operated tank to pump suction valve(s)
			6.17 A direct 2.5" rear tank fill with 1/4 turn manual valve shall be installed at the rear of the apparatus. Rear tank fill shall have a 45° chrome downspout, female NST coupling, with a chrome male cap
			6.18 Pump discharge piping to include:
			6.18.1 Three (3) full flow 3" electric worm gear type discharge valves (1 each side & 1 at the rear) These discharges shall include 30° chrome foxtail extensions adapted with 4" Storz fittings with Storz blind caps and chains
			6.18.2 Two (2) full flow 2.5" manual discharge valves (1 each side) These discharges shall have NST threads with 2 1/2" NST - 1 1/2" NPSH chrome reducing caps with chains

C	E	Page	Description
			6.18.3 A low profile booster reel with electric rewind and air blow-out provision. Reel to include 200' – 1" Mercedes brand, model #800 booster line in 100' lengths, with field repairable 1" couplings with NPSH threads and an Akron 1" Pyrolite, combination fog & straight stream, booster nozzle. Mounting location to be in the front bumper extension.
			6.18.4 Two (2) speedlays behind the top mounted pump panel operator's position (adjacent to the rear of the crew cab), each capable of holding 200 ft. of 1¾" double jacketed hose & a pistol grip nozzle terminating in a swivel with NSPH threads
			6.18.5 Two (2) crosslays forward of the top mounted pump panel, one capable of holding 200 ft. of 1¾" double jacketed hose & a pistol grip nozzle terminating in a swivel with NSPH threads, and one capable of holding 200 ft. of 2½" double jacketed hose & a pistol grip nozzle terminating in a swivel with NST threads
			6.18.6 All discharges are to have Class 1 brand ¾" stainless steel, lift style handle, bleeder valves
			6.19 The connections for the crosslays and speedlays shall be equipped with raised chiksan swivels and the appropriate thread adaptor as noted above for easy connections and so the pre-connected hose can be used off either side of the truck without kinking
			6.20 Stainless steel vertical rollers w/nylon brushes shall be included on each side of the crosslays to facilitate deployment and eliminate damage to the apparatus body
			6.21 Polypropylene water tank with capacity of 1000 gallons of water with an integral 30 gallon class A foam tank.
			6.21.1 Water/foam tank to have a lifetime guarantee from the apparatus manufacturer
			6.22 A Waterous Advantus 3, Class A, Compressed Air Foam System designed to flow CAF from 2-1.5" speedlays, 1-1.5" crosslay, 1-2.5" crosslay, and 1-3" LDH rear discharge.
			6.22.1 CAFS system to include a Waterous Platinum Series Model 200-P PTO driven CAF compressor system
			6.22.2 Advantus foam refill system able to draft foam concentrate from tank or pails at ground level and fill the integral foam tank.
			6.23 A 10" Newton brand dump valve with a stainless steel telescoping dump chute of sufficient length to extend beyond the rear bumper. This dump valve shall include an electric actuator valve with the switch located on the driver's side of the apparatus above the left rear tail lights and within reach of the ground.
			6.24 A deluge gun shall be furnished and installed along with a stream straightener and automatic master stream nozzle with a set of stack tips
			6.25 An aluminum heat shield shall be included beneath the pump compartment to maintain heat during winter operations. Heat shield to be removable for fair weather operations and for servicing of the pump.
			6.26 All discharge gauges shall be lighted, color coded, and labeled to match the discharge
			7. <u>Electrical System</u>
			7.0 Bidder to provide detailed information on their 12 Volt electrical system including the size and brand of the alternator, wiring, circuit breakers, and relays used as well as how it is organized and labeled for ease of future maintenance.
			7.1 The battery system shall consist of six (6) group 31 batteries with sufficient capacity for the designed use and load. These batteries to be installed in a covered stainless steel box bolted to the main chassis frame
			7.2 Battery jumper studs shall be located in the forward most portion of the driver's side lower step inside the cab door
			7.3 An auxiliary six (6) pole power strip for both 12 volt power and chassis ground shall be provided for owner wiring of electrical tools and equipment. The location of this power connection shall be determined at the pre-build conference.

C	E	Page	Description
			7.4 The apparatus shall include a shoreline system for maintaining battery charge and conditioning and to power auxiliary equipment that requires charging while the apparatus is parked and not running. This manual (non-auto eject) shoreline connection shall be located behind the driver's door.
			7.5 All 12 volt lighting shall be LED type
			7.6 Bidder to supply a switch in the master warning light bank of switches to operate an owner supplied and installed Tomar traffic preemption device. This circuit must be wired to deactivate when the parking brake is applied. Bidder shall also install an owner supplied wire from the switch to the driver's side roof area of the cab for the owner installed traffic preemption emitter.
			7.7 The following lights will be installed at a minimum:
			7.7.1 LED style stop, back-up, and directional signals
			7.7.2 2 ea. LED engine compartment lights (minimum one each side)
			7.7.3 LED rope style compartment lights shall be installed on both sides of the cabinets and automatically come on with door switch activation. These should be protected so they aren't damaged during tool removal
			7.7.4 One pair of 12 volt LED brow lights mounted on front of cab
			7.7.5 Two (2) 12v LED scene lights on telescoping poles adjustable from the pump operators position (one each side)
			7.7.6 One 12 volt LED floodlight @ front of hose bed area
			7.7.7 Combination red/white dome lights in cab that activate on door opening as well as a manual override switches for the driver and at the individual lights for crew use
			7.7.8 LED ground lighting system
			7.7.9 500,000 candlepower, 12 volt hand held LED spotlight near officers seat
			7.7.10 Recessed 12 volt LED scene lights shall be provided on each side of the cab and at the rear of the apparatus. These lights shall be controlled by switches in the cab, an auxiliary switch on the pump panel, and the cab lights will come on with the opening of the passenger doors on that side of the apparatus.
			8. <u>Warning Equipment</u>
			8.0 Bidder shall describe the NFPA compliant LED emergency warning light package. Purchaser prefers Whelen brand equipment. Warning lights to be controlled by a single master switch, but also separately switched so that front and rear facing lights can be selected separately. All clear warning lights and the headlight flashers shall cancel when the parking brake is applied.
			8.1 One chrome Federal model Q2B siren pedestal mounted on the front bumper with controls for both activation and braking mounted on the floor on both driver & passenger sides of cab.
			8.2 Dual air horns shall be included in the front bumper extension and must be able to be operated by both the driver and officer
			8.3 An electronic siren shall be included operable from the driver's position. The speaker shall be recess mounted in the front bumper extension
			9. <u>Paint & Graphics</u>
			9.0 Apparatus to be painted with L1557 white over B8550 red Dupont Imron brand paint, or approved equivalent. Paint chips shall be provided to properly match our current fleet of apparatus, successful bidder only
			9.1 Lettering and graphics shall be provided as requested: Locations, actual sizes and photographs of the Town seal & engine company logo will be provided to the successful bidder – All graphic plans will be approved by the Scarborough Fire Chief prior to completion. Graphics & lettering to include:

C	E	Page	Description
			9.1.1 A white reflective stripe shall be provided above the front bumper and along each side of the apparatus as required by NFPA
			9.1.2 The word "Scarborough" shall be centered on the front of the cab
			9.1.3 The words "Oak Hill" shall be located on the front of the cab
			9.1.4 A reflective "E7" shall be located on the front corner of each side of the cab
			9.1.5 A reflective "E7" shall be located on each side of the rear of the apparatus
			9.1.6 The word "Scarborough" shall be located in an arch above the town seal on both front doors in gold leaf style lettering
			9.1.7 The Town seal (photograph to be provided) shall be located on each front door
			9.1.8 There will be one company logo (photograph to be provided) located on each side of the apparatus in the cab area
			9.1.9 "Keep Back 500 Feet" shall be located on the rear roll up door in reflective lettering
			9.1.10 Graphics package to include two color chevron striping on the rear and on the lower section of the cab doors
			10. <u>Optional Items & Equipment</u> please bid separate from base bid with individual prices [see Appendix B]
			10.0 Stainless steel apparatus body option
			10.1 Galvanized frame option. Bidder to detail which components are galvanized and any increase in warrantee coverage for this option.
			10.2 Suspension Options – Bidder to provide specification details and warrantee coverage
			10.2.1 Independent front suspension option with traditional rear spring type suspension. This option must include remote drains for engine fluids or other accommodations for ease of maintenance and servicing of engine.
			10.2.2 Fire service air ride suspension system option
			10.3 Solid hose bed cover option. Bidder to provide details of construction, operation and safety devices.
			10.4 Two (2) ea. full-size aluminum wheel chocks (non-folding) including mounting brackets shall be shipped loose (not mounted)
			10.5 Fire Hose - 24 ea. – 50' lengths of Mercedes MTF5 800-DP 3" hose with 2.5" NST couplings. Color to be determined
			10.6 Fire hose – 5 ea. – 100' lengths of Mercedes Deluge brand 5" LDH with 4" Storz Ireflect couplings
			10.7 Three (3) combination 1 ½" – 2 ½" spanner wrenches (3 sets of 2 each) with mounting brackets shipped loose for local mounting
			10.8 Three (3) 4" spanner wrenches (3 sets of 2 each) with mounting brackets shipped loose for local mounting
			10.9 One (1) - Akron #4814 1.5" assault tip with spinning teeth
			10.10 Four (4) – Akron #2127 shutoffs 1.5" NPSH x 1.5" NPSH
			10.11 One (1) – Akron #2127 shutoff 2.5" NST in x 1.5" NPSH out
			10.12 Four (4) – Akron #1417 15/16" smooth bore nozzles with 1.5" NPSH threads
			10.13 One (1) – Akron #1417 1 1/8" smooth bore nozzle with 1.5" NPSH threads
			10.14 One (1) – 10' x 6" NST Lightweight Hard Suction with a folding handle coupling on the female end, and rocker lug on the male end
			10.15 One (1) – 10' x 6" NST Cordflex Hard Suction with a folding handle coupling on the female end, and rocker lug on the male end
			10.16 Five (5) – Fire Vulcan brand, 80,000 cw, LED rechargeable hand lights with quick-release straps. Mounting locations to be determined at pre-bid conference

C	E	Page	Description
			10.17 Two (2) collapsible Indian Tanks with hand pumps
			11. <u>Delivery Requirements</u>
			11.0 Apparatus fuel tank to be full at time of delivery
			11.1 Apparatus to be cleaned and detailed both inside and out, for final delivery
			11.2 On-site training as outlined in section 3.04
			12. <u>RFP Content Requirements</u> from section 6.03 and other sections
			12.0 Location of the factory where the apparatus will be built.
			12.1 Three full sets of the specifications for the proposed vehicle including sufficient cuts, drawings, photographs, sketches or other data that will completely describe the apparatus.
			12.2 Three complete lists of major component parts of the vehicle and their parts and identification numbers (successful bidder only).
			12.3 Three copies each of the certified torque and horsepower curves of the proposed engine.
			12.4 Photographs of similar units manufactured by the bidding company, showing views from the front, rear, sides, each quarter, and from the top of the vehicle.
			12.5 Accurate statements as to the weight, wheel base, and vehicle dimensions.
			12.6 Properly certified data from the chassis manufactures covering the rated G.V.W., axle ratings, frame dimensions, tensile strength of the frame components, and R.B.M. values.
			12.7 A current statement of financial condition and Dunn & Bradstreet rating is required to be included in the bid. The past and present financial condition of the bidder will be seriously considered during bid evaluation
			12.8 Bidder has provided the information required under Manufacturer's qualifications listed in Section 3.03
			12.9 Pre-bid conference trip as outlined in section 3.05
			12.10 Final inspection trip as outlined in section 3.06
			12.11 Bid bond is included with proposal per section 3.12
			12.12 Trade-in option as outlined in section 5.02
			12.13 Statement of Non-Collusion provided, Section 6.04

5.02 Trade-In Option

The Town of Scarborough is interested in a trade-in value option for our existing 1990 E-One Pumper which is currently in service and has passed its most recent annual pump certification test. This apparatus is available for inspection along with its associated maintenance records by contacting the Scarborough Fire Chief at 207-730-4201.

Although not required this trade-in option will be scored as part of the formal RFP evaluation process.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The Proposal is to furnish one Pumper Fire Apparatus to the Town of Scarborough. The Town discourages overly lengthy and costly proposals, however, in order for the Town to evaluate proposals fairly and completely, bidders must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of bidder's firm and the name, mailing address, e-mail address, and telephone number of the person the Town should contact regarding the proposal.

Proposals must confirm that the bidder will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. A bidder's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Content

Each Bidder shall submit three (3) copies of the bid package including the following information:

- (a) Location of the factory where the apparatus will be built.
- (b) Specifications for the proposed vehicle including sufficient cuts, drawings, photographs, sketches or other data that will completely describe the apparatus.
- (c) Lists of major component parts of the vehicle and their parts and identification numbers (successful bidder only).
- (d) Certified torque and horsepower curves of the proposed engine.
- (e) Photographs of similar units manufactured by the bidding company, showing views from the front, rear, sides, each quarter, and from the top of the vehicle.
- (f) Accurate statements as to the weight, wheel base, vehicle dimensions, and the gear ratios between the engine and driving wheels for each position of the gear selector including top governed road speed.
- (g) Properly certified data from the chassis manufactures covering the rated G.V.W., axle ratings, frame dimensions, tensile strength of the frame components, and R.B.M. values.
- (h) A signed certificate shall be included with the bid from a certified engineer that the cab & chassis, engine, transmission, drive shaft, and axles are of compatible design and appropriate for fire service application.
- (i) Request for bid withdrawals must be made by certified mail prior to the submittal deadline. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal after bids have been opened.
- (j) The successful bidder must submit three (3) D size (24" x 36") scaled blueprints exactly to these specifications to 1/16" scale, prior to construction.
- (k) A current statement of financial condition and Dunn & Bradstreet rating is required to be included in the bid. The past and present financial condition of the bidder will be seriously considered during bid evaluation

Failure to provide the content noted above may be cause for rejection of the proposal at the sole discretion of the Town of Scarborough.

6.04 Requirements for Non-Collusive Bidding Certification

- (a) No bid will be considered, nor will any award be made, to any bidder who has not certified under penalties of perjury to the statement of non-collusion contained in the manufacturer's bid. If in any case the bidder cannot make such certification he shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore.
- (b) If such non-collusion bidding certification has not been made by the bidder, the bid shall not be considered for award, nor shall any award be made, unless purchaser determines that disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder: has published price lists, rates, or tariffs covering the item being procured, or has informed prospective customer of proposed or impending publication of new or revised price list of such items, or has sold the same items to other customers at the same prices being bid, does not constitute disclosure, without more of a disclosure within the meaning of the certification of non-collusion. Any bid containing a corporate bidder's certification to the statement of non-collusion shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification of non-collusion as the act and deed of the corporation.

SECTION SEVEN

EVALUATION CRITERIA & MANUFACTURER SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01 Understanding of the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- (a) How well has the bidder demonstrated a thorough understanding of the scope of the project?
- (b) How clear is the bidder's proposal?
- (c) How well has the bidder complied with the details of the RFP?
- (d) How complete is the proposal as presented?

7.02 Sales Support, Service, Experience, & Qualifications (10 Percent)

Proposals will be evaluated against the questions set out below:

- (a) How close is the sales & service center for major repairs and do they have trained EVT technicians?
- (b) Do they provide on-site service and if so with what capabilities?
- (c) What type of market share does the manufacturer have?
- (d) What is the financial stability of the manufacturer?

7.03 Adherence to Specifications (15 Percent)

Proposals will be evaluated against the questions set out below:

- (a) How close does the proposal meet specifications?
- (b) Have any variations or exceptions from specifications been clearly identified and documented?
- (c) Are clear alternate solutions provided for any variations from specifications?

7.04 Contract Cost (30 Percent)

30% of the total evaluation points will be assigned to cost. The lowest cost proposal will receive the maximum number of points in this category (30). The highest cost proposal will receive 0 points in this category. The remaining proposals will receive a prorated score (between 0-30) based on their cost relative to the other proposals evaluated. Proposals offering pre-payment options that may benefit the town, as allowed in section 3.14 or a trade-in value as allowed in section 5.02 will be considered when ranking proposals based on contract costs.

7.05 Quality, Durability, and Value (40 Percent)

Proposals will be evaluated for:

- (a) Quality and strength of the materials and components used in the manufacture of the apparatus
- (b) Quality of finish, fit, workmanship and overall attention to detail
- (c) Durability of both design and components used
- (d) Innovation, design features, and performance
- (e) Ease of operation and maintenance
- (f) Safety designs and safety records
- (g) Extent and length of the various warranties
- (h) Overall comparative value versus price

SECTION EIGHT ATTACHMENTS

8.01 Appendix A – Evaluation Form

Evaluation Criteria	Total Points Available	Score
Understanding of the Project	5	
Sales Support, Service, Experience & Qualifications	10	
Adherence to Specifications	15	
Contract Cost	30	
Quality, Durability, and Value	40	
Total	100	

8.02 Appendix B – Official Bid Form

This form must be completed and returned as part of the bidder’s proposal

Company			
Address			
City, State, Zip Code			
Phone		Fax	
e-mail address			

Base Proposal Cost	
Optional Pre-payment Discount	
Net Bid Amount (excluding optional items)	

Price	10. <u>Optional Items & Equipment</u> please bid separate from base bid with individual prices
	10.0 Stainless steel apparatus body option
	10.1 Galvanized frame option. Bidder to detail which components are galvanized and any increase in warrantee coverage for this option.
	10.2 Suspension Options – Bidder to provide specification details and warrantee coverage
	10.2.1 Independent front suspension option with traditional rear spring type suspension. This option must include remote drains for engine fluids or other accommodations for ease of maintenance and servicing of engine.
	10.2.2 Fire service air ride suspension system option
	10.3 Solid hose bed cover option. Bidder to provide details of construction, operation and safety devices.
	10.4 Two (2) ea. full-size aluminum wheel chocks (non-folding) including mounting brackets shall be shipped loose (not mounted)
	10.5 Fire Hose - 24 ea. – 50’ lengths of Mercedes MTF5 800-DP 3” hose with 2.5” NST couplings. Color to be determined
	10.6 Fire hose – 5 ea. – 100’ lengths of Mercedes Deluge brand 5” LDH with 4” Storz Ireflect couplings
	10.7 Three (3) combination 1 ½” – 2 ½” spanner wrenches (3 sets of 2 each) with mounting brackets shipped loose for local mounting
	10.8 Three (3) 4” spanner wrenches (3 sets of 2 each) with mounting brackets shipped loose for local mounting
	10.9 One (1) - Akron #4814 1.5” assault tip with spinning teeth
	10.10 Four (4) – Akron #2127 shutoffs 1.5” NPSH x 1.5” NPSH
	10.11 One (1) – Akron #2127 shutoff 2.5” NST in x 1.5” NPSH out
	10.12 Four (4) – Akron #1417 15/16” smooth bore nozzles with 1.5”NPSH threads
	10.13 One (1) – Akron #1417 1 1/8” smooth bore nozzle with 1.5” NPSH threads
	10.14 One (1) – 10’ x 6” NST Lightweight Hard Suction with a folding handle coupling on the female end, and rocker lug on the male end
	10.15 One (1) – 10’ x 6” NST Cordflex Hard Suction with a folding handle coupling on the female end, and rocker lug on the male end

	10.16 Five (5) – Fire Vulcan brand, 80,000 cw, LED rechargeable hand lights with quick-release straps. Mounting locations to be determined at pre-bid conference
	10.17 Two (2) collapsible Indian Tanks with hand pumps
	Total of Optional Items & Equipment

	Trade-In Value for 1990 E-One Fire Pumper
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Authorized Representative & Title	
Signature	
Date	

Vendor list for Pumper Fire Apparatus RFP December 2014

E-One – Chris Champagne

207-650-8803, cchampagne@greenwoodev.com

Greenwood Emergency Vehicles

19 Summit St
Brunswick, ME 04011

Ferrara – Ed Pollard

207-329-1554, ed.pollard@ferrarafire.com

Ferrara Fire Equipment

P. O. Box 249
27855 James Chapel Road
Holden, LA 70744

Pierce - Ray Smith

207-233-8882, reshoco@comcast.net

Minuteman Fire & Rescue Apparatus

281 Providence Highway
Walpole, MA 02081

Seagrave – Charlie Nigzus

508-517-3893, Charlie@fleetmastersinc.com

Fleetmasters, Inc.

P. O. Box 131
Still River, MA 01467

Smeal – Richard Peck

401-636-1585, rpeck.nefea@verizon.net

New England Fire Apparatus

10 Stillman Rd.
North Haven, CT 06473

Spartan ERV – Carl Safstrom

401-769-2260, csafstrom@csspecialty.com

C & S Specialty Inc.

1181 Old Smithfield Rd.
North Smithfield, RI 02896

** Plus open posting on the town's web-site