



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

Request for Proposal
RFP 012009
Date of Issue: June 16, 2008

Title and Purpose of RFP: Class "A" Fire Pumping 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.

Keith L. Matherne
Purchasing Agent

TABLE OF CONTENTS

SECTION ONE

Introduction and Instructions

	Page
1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals	4
1.02 Contract Term and Work Schedule.....	4
1.03 Purpose of the RFP.....	4
1.04 Budget.....	4
1.05 Required Review.....	5
1.06 Questions Received Prior to Opening of Proposals	5
1.07 Amendments	5
1.08 Alternate Proposals.....	5
1.09 Right of Rejection.....	5
1.10 Town Not Responsible for Preparation Costs.....	5
1.11 Disclosure of Proposal Contents.....	6
1.12 Bidder's Certification	6
1.13 Conflict of Interest	6
1.14 Solicitation Advertising.....	6
1.15 Assignment	6
1.16 Resolution	6
1.17 Severability.....	7

SECTION TWO

Standard Proposal Information

2.01 Authorized Signature.....	7
2.02 Site Inspection.....	7
2.03 Amendments to Proposals.....	7
2.04 Supplemental Terms and Conditions.....	7
2.05 Clarification of Offers.....	7
2.06 Discussions with Bidders	8
2.07 Prior Experience.....	8
2.08 Evaluation of Proposals	8
2.09 Federal Tax ID	8
2.10 F.O.B. Point.....	8
2.11 Contract Negotiation	8
2.12 Failure to Negotiate.....	9
2.13 Notice of Intent to Award.....	9

SECTION THREE

Standard Contract Information

3.01 Contract Approval	9
3.02 Proposal as a Part of the Contract.....	9
3.03 Additional Terms and Conditions.....	9
3.04 Insurance Requirements.....	9
3.05 Bid Bond - Performance Bond	10
3.06 Contract Funding.....	10
3.07 Proposed Payment Procedures.....	10

3.08 Termination for Default..... 11

**SECTION FOUR
Background Information**

4.01 Background Information..... 11

**SECTION FIVE
Specifications**

5.01 Intent 11
5.02 Variance from Specifications 11
5.03 Manufacturer's Qualifications..... 12
5.04 Delivery 12
5.05 Contract Award 13
5.06 Acceptance Authority 13
5.07 General Requirements..... 13
5.08 Specification Details 15

**SECTION SIX
Proposal Format and Content**

6.01 Proposal Format and Content..... 20
6.02 Introduction 20
6.03 Content..... 20
6.04 Requirement for Non-Collusion..... 21

**SECTION SEVEN
Evaluation Criteria and Manufacturer Selection**

7.01 Understanding of the Project 21
7.02 Adherence to Specifications 21
7.03 Sales Support and Service 22
7.04 Experience and Qualifications 22
7.05 Contract Cost 22
7.06 Quality, Durability, and Value..... 22

**SECTION EIGHT
Attachments**

8.01 Appendix A – Indemnification and Insurance 23
8.02 Appendix B – Sample Evaluation Form..... 25

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

****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: **Keith L. Matherne, Purchasing Agent**
Request for Proposal (RFP) Number: **012009**
Class "A" Fire Pumping Apparatus
259 US Route One
Scarborough, ME, 04070-0360

Proposals must be received no later than 3:00 P.M., EDT on **July 11, 2008**. 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:

Keith L. Matherne, Purchasing Agent
EMAIL - kmathern@ci.scarborough.me.us
PHONE **207-730-4089** - FAX **207-730 4167**

The Preferred method of contact is via email.

1.02 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.

1.03 Purpose of the RFP

The Fire Department for the Town of Scarborough, is soliciting proposals for Class "A" Fire Pumping Apparatus. The successful bidder will be expected to furnish such equipment that best meets the needs of the Fire Department as outlined.

1.04 Budget

The Scarborough Town Council has approved a budget appropriation for this equipment of \$398,500.

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 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 5.03 "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.

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 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.

3.02 Proposal as a Part of the Contract

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

3.03 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.

3.04 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 APPENDIX A. Objections to any of the requirements in APPENDIX A must be set out in the Bidder's proposal.

3.05 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.

3.06 Contract Funding

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

3.07 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.

3.08 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 of Appendix A, attached.

SECTION FOUR BACKGROUND INFORMATION

4.01 Background Information

The Scarborough Fire Department is a combination municipal department with a split ISO 3/9 rating protecting one of the fastest growing communities in the State of Maine with a population of approximately 19,500. 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 3,500 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.

SECTION FIVE SPECIFICATIONS

5.01 Intent

The intent of these specifications is to set forth minimum standards for the design, construction, performance, and acceptance requirements for a Class "A" pumping 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 N.F.P.A. #1901 shall apply in total unless otherwise specifically omitted.

5.02 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 the 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.

5.03 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 on-site services including pump overhaul, body fabrication, collision repair, and a paint shop.

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.

5.04 Delivery

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, turret nozzle operation, 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 including operation of the CAFS system

5.05 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.

Within fourteen days following the awarding of the contract, the successful bidder shall send a certified engineer and salesman to Scarborough, or arrange for a teleconference to confer with the Fire Chief and the Scarborough Fire Department Truck Committee 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. Said engineer shall provide such technical and engineering data as may be required.

5.06 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 N.F.P.A. #1901, National Board of Underwriters, and other such requirements that the Town of Scarborough has requested from the successful bidder. All the appropriate N.F.P.A., 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 trip shall be scheduled with the successful bidder. 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.

5.07 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 5.02 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 specified unit to compliance prior to award of bid. It is further intended that the latest edition of N.F.P.A. # 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 shall operate a Quality Management System under the requirements of ISO 9001. These standards sponsored by the "International Organization for Standardization (ISO)" specify the quality systems that shall be established by the manufacturer for design, manufacture, installation and service. A copy of the certificate of compliance shall be included with the bid.

The manufacturer must supply, at the time of delivery, two complete and detailed operation, service and maintenance manuals on CD-ROMs. 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 fire fighting 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 thirty (30) years, the manufacturer must certify the following:

- (a) Parts and service for all components shall be available for thirty (30) years.
- (b) The unit proposed is not a prototype, and is of an established model and design.

5.08 Specification Details

The following specification details are the minimum requirements the Town has provided for a 2008 Class "A" Pumper. The bidder shall respond with detailed specifications of how they intend to meet the various components listed below:

1.0 Cab

- 1.0.1 Custom cab constructed of aluminum or stainless steel with seating for a minimum of six personnel with a 12" raised roof. Bidder shall detail the cab construction including dimensions
- 1.0.2 An electric-over-hydraulic cab tilt system with capability to check fluid levels without tilting cab
- 1.0.3 Two (2) variable speed fans for added ventilation and defrosting
- 1.0.4 All seats, accept the drivers will include 4.5 SCBA bottle brackets & retractable 3-point shoulder and seat belts.
- 1.0.5 Drivers seat shall be a Bostrom type air adjustable or self compensating seat with retractable 3-pt shoulder and seat belts
- 1.0.6 Under seat storage compartments shall be provided wherever possible
- 1.0.7 Cab equipped with air conditioning. Bidder shall specify size and cooling capacity
- 1.0.8 Heated, remote controlled mirrors. Bidder shall specify brand, model, and dimensions
- 1.0.9 Chrome plated, flush mounted electronic siren/PA speaker
- 1.0.10 Full size mud flaps on all fenders
- 1.0.11 Chrome front bumper with extension to include 2 chrome recessed air horns, one each side
- 1.0.12 One aluminum map/storage box. Size and design to be determined during pre-construction meeting
- 1.0.13 Rear mounted back up camera system that automatically comes on when apparatus is placed in reverse with a manual control to turn it on regardless of gear selected. Camera to be protected with tread plate or other suitable material so as not to be damaged when hose is deployed. Bidder to specify brand, model, size of display & audio capabilities.
- 1.0.14 Auxiliary speedometer located in front of officers seat
- 1.0.15 Inside/outside EMS storage cabinet designed to be accessed from inside and outside the cab. Bidder to specify size, design, and type of access door used
- 1.0.16 Large flashing amber warning light in cab for open crew or compartment doors
- 1.0.17 Equipped with a Fire Com brand intercom system wired to all seating positions and the pump operator's position.
 - 1.0.17.1 The headsets for the 4 passengers in the rear shall be 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.
 - 1.0.17.2 The driver's and officer's positions shall have headsets that are set to 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.

- 1.0.17.3 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.

1.1 Engine, Transmission & Cooling System

- 1.1.1 Engine, Cummins ISL Diesel, 425 hp
- 1.1.2 Transmission, Allison model EVS3000P electronic, 5-speed automatic
- 1.1.3 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

1.2 Chassis, Suspension & Brakes

- 1.2.1 Air operated service brakes, S-Cam design with Q-Plus shoes. Maximum size available for the axle size.
- 1.2.2 Regular reservoir plus auxiliary reservoir for rapid build up with manual drains
- 1.2.3 Bendix Air Dryer System
- 1.2.4 Bendix 4-wheel (ABS) anti-lock braking system
- 1.2.5 Roll/stability control system
- 1.2.6 Jacobs engine braking system
- 1.2.7 Full power steering
- 1.2.8 Frame, fire service rated type with 4 tow eyes attached directly to the frame rails. Bidder to specify in detail the frame construction, minimum yield strength, resistance to bending movement, frame section modulus, and frame warranty in the bid documents.
- 1.2.9 Suspension - Springs built to carry the rated load plus passengers
- 1.2.10 Front & Rear axles – double acting shock absorbers
- 1.2.11 Dimensions – Bidders to provide data on maximum turning radius, and wheelbase
- 1.2.12 Front and rear axle rated for the designed use and load and geared for a maximum road speed of 70 mph
- 1.2.13 Automatic 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 will not be acceptable.

1.3 Wheels & Tires

- 1.3.1 Alcoa brand aluminum disc wheels front & rear polished on both sides
- 1.3.2 Michelin brand radial tires – front and rear
- 1.3.3 On Spot brand automatic drop down chain traction system
- 1.3.4 2 full-size aluminum wheel chocks (non-folding) mounted under the body on the driver's side forward of the rear wheels

1.4 Fire Pump, Compressed Air Foam System & Plumbing

- 1.4.1 1500 gpm Waterous CSU single-stage centrifugal pump with independent UL pump test certification
- 1.4.2 Pump shift – pneumatically operated
- 1.4.3 Top mounted pump control panel with control of all discharge and suction valves from top position. Once designed and engineered, detailed drawings of the pump panel layout shall be sent to the Scarborough Fire Department for approval prior to construction.
- 1.4.4 A set of padded "Man-saver bars" installed on each end of the pump operator's walkway
- 1.4.5 Pneumatically operated tank suction valve(s) with manual override. Tank suction valve(s) capable of flowing 1,000 gpm from tank

- 1.4.6 Electric type water tank level gauge installed on pump panel plus 3 color coded remote water level gauges located on each side and the rear of the apparatus large enough to be easily viewed from a distance of 100 feet
- 1.4.7 Pump to include a Waterous pump overheat protection manager system including a thermal relief valve
- 1.4.8 Additional Waterous sacrificial pump anodes to be installed
- 1.4.9 Pump to include Waterous internal relief valve
- 1.4.10 An Emergency Evacuation air horn switch shall be mounted on the pump panel
- 1.4.11 Operator's control panel & side pump panels properly illuminated with LED or incandescent lights
No Fluorescent Lighting Accepted
- 1.4.12 Suction inlets & discharge outlets equipped with stainless steel or aluminum trim panels
- 1.4.13 Hose threads 1½" on discharges – terminate in NPSH adapters with chrome caps
- 1.4.14 Hose threads on 2½" will be NST with 2½" NST - 1½" NPSH chrome reducing cap
- 1.4.15 Hose threads on 3" discharges adapted with 4" Stortz fittings – with Stortz blind caps
- 1.4.16 Class A Compressed Air Foam System designed to flow on two (2)-1.5" speedlays, one (1)-2.5" crosslay, and one (1)-3" LDH rear discharge. Minimum 140 cfm compressor and 3 gpm Waterous Advantus foam system. Foam system must also include the ability to draft concentrate from the integral foam cell in the poly tank, or from pails at ground level and to transfer foam from the ground to fill the foam cell with a Waterous Foam Tank Refill System. Bidder to explain in detail the design and components of the proposed CAFS system.
- 1.4.17 Fabricated piping in the discharge plumbing for both foam and water to be constructed of minimum of schedule 10 stainless steel
- 1.4.18 Electrically actuated Waterous Monarch Intake valve with ¾" air bleeder controlled from the top mount pump operators position. Valve to allow feathering throughout the range of the valve. Requires a 6" NST-4" Stortz adaptor with cap
- 1.4.19 Electronic Pressure governor & engine monitoring system
- 1.4.20 Primer oil-free rotary vane, positive displacement type – electrically operated by a single control
- 1.4.21 Two (2) each 6" suction ports with strainers and one (1) each blind 6" cap
- 1.4.22 There shall be one (1) 2 ½" full flow suction intake with ball type valve on the drivers side of vehicle in the area of the steamer port with a remote control at the pump panel.
- 1.4.23 2½" rear tank fill plumbed to the top of booster tank controlled with a ¼ turn manual brass ball valve. Valve shall come equipped with a brass strainer, 2½" chrome female NST swivel, with a chrome plug and chain mounted at the rear on the passenger side of the apparatus at a height that can be easily and safely operated from the ground.
- 1.4.24 There shall be a pneumatically operated tank to pump suction valve(s) operated from the pump operator's position. Tank suction system must be capable of flowing 1,000 gpm from the tank.
- 1.4.25 Piping to discharges a minimum of schedule 10 stainless steel– two schematic drawings to be supplied at delivery
- 1.4.26 Discharge Piping to include:
 - 1.4.26.1 Three (3) full flow 3" electric worm gear type discharge valves (1 each side + 1 rear) All side and rear discharge ports shall have 30 degree chrome foxtail extensions with 3" NST threads. Each discharge shall terminate with a 4" Stortz 1/4 turn coupling with 2 ½" NST to 1 ½" NPSH reducing caps. (This rear discharge is one of the CAFS lines)
 - 1.4.26.2 Two (2) speedlays behind top mounted pump panel operators position– each able to hold 200 ft of 1¾" double jacketed hose & a pistol grip nozzle terminating in swivels with NSPH threads (both of these speedlays to be plumbed with CAFS)
 - 1.4.26.3 Two (2) crosslays behind top mounted pump panel one to hold 200 ft of 1¾" double jacketed hose & a pistol grip nozzle terminating in a swivel with NSPH threads, and one to hold 200 ft of 2½" double jacketed hose & a pistol grip nozzle terminating in a swivel with NST threads (the 2½" crosslay to be plumbed for CAFS)
 - 1.4.26.4 One (1) 1½" trash line located in a covered passenger side running board compartment with sufficient capacity to hold 100' of 1½" hose with a nozzle.
- 1.4.27 All piping for the 2½" discharge shall be 2½" pipe. The front crosslay and both speedlays shall be piped with 2" pipe. The trash line shall be 1½" pipe. All piping shall be schedule 10 stainless steel.

- 1.4.28 The connections for the crosslays and speedlays in each bin shall be equipped with raised chiksan swivels for easy connections and so the pre-connected hose can be used off either side of the truck without kinking. The 1 ¾" lines shall terminate with 1 ½" NPSH tread, and the 2 ½" shall terminate with 2 ½" NST treads.
- 1.4.29 Crosslays & speedlays to be controlled at operator's panel
- 1.4.30 Stainless steel vertical rollers w/nylon brushes on each side of the crosslays & speedlays
- 1.4.31 An Akron Apollo Hi-Riser model # 3431 deck gun shall be provided with the apparatus. The gun shall be capable of flowing 1,000 G.P.M. and be easily removable without hand tools from the truck. The gun shall telescope 24" above the base, and be mounted to provide clear operation throughout a 360 degree rotation. The gun shall come with a single inlet street base with a 4" Stortz inlet, a set of stack tips, an Akron stream straightener, and a model # 5060 Akromatic Master Stream Nozzle.
- 1.4.32 10" Newton brand dump valve shall be installed into the booster tank and shall dump at the rear of the apparatus. The valve shall be controlled by a switch mounted next to the valve at the rear of the apparatus with a 36" telescoping dump chute. The dump valve and telescoping chute shall be enclosed in a rear compartment that extends from the running board to the bottom of the hose bed. This compartment shall have a roll-up door to enclose the dump valve and rear compartment area.
- 1.4.33 Polypropylene water tank with capacity of 1000 gallons of water with an integral 30 gallon class A foam tank. Water/foam tank to have a lifetime guarantee from the apparatus manufacturer.
- 1.4.34 The entire deck area above the pump area shall be enclosed with removable sections for access to the pump and piping. The right and left panels of the pump enclosure shall be easily removable without removing screwed in fasteners for ease of access.
- 1.4.35 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. A heater with fan shall be mounted in the pump compartment to generate heat in cold weather operation. It shall be switched on or off on pump panel with indicator light when on. The heater can be plumbed to engine coolant or run electrically.

1.5 Body Compartments

- 1.5.1 Fabricated of aluminum or stainless steel w/welded seam construction - Construction design & gauge of materials will be clearly described in the bid – body widest style available for maximum depth compartments.
- 1.5.2 Rescue body style configuration with largest compartment configuration available. Bidder to clearly describe the dimensions and storage capacity of compartments.
- 1.5.3 Inside/Outside accessible EMS compartment shall be provided in the rear cab area. Bidder to describe in detail the size, location and design of this compartment and to explain if it requires an exception to the seating requirements in section 1.0.1.
- 1.5.4 Compartment doors to be box pan or roll up design. Bidder to describe in detail the door construction details including the latching mechanisms.
- 1.5.5 Maximum SCBA bottle storage compartmentation in rear wheel well areas
- 1.5.6 All cabinet floors and shelves shall include interlocking mat system
- 1.5.7 Six (6) adjustable shelves to be provided and installed as directed in pre-bid conference.
- 1.5.8 Two (2) full width sliding trays with a minimum capacity of 250 lbs. shall be provided in the two compartments forward of the rear wheels. 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.
- 1.5.9 Backboard storage compartment behind pump panel in area of crosslays
- 1.5.10 Hose Body – divided into three compartments - floor aluminum or stainless steel with two bolt-on adjustable partitions. Hose body cover shall be a rubberized vinyl top quality waterproof cover. This cover shall be equipped with rugged loop type fasteners that can be secured along the full length and front of the hose body. Hose body capacity shall be:
 - Left – 400' 1¾" hose
 - Center – 1500' 5" hose
 - Right – 400' 2½" hose
- 1.5.11 Enclosed, pike pole, & hard suction storage beside or through the poly tank required. Compartment(s) to hold 24', 2-section extension ladder, 14' roof ladder, 8' folding attic ladder, 1-10'

& 1-6' pike pole, two 10' x 6" hard suction, one of which to include a 6"-4.5" chrome swivel with ears. Hard suction to be accessible when standing on the ground. Bidder to explain this item in detail.

1.6 Electrical System

- 1.6.1 12 volt negative ground battery system with sufficient capacity for designed use and load.
- 1.6.2 Kussmaul brand battery charger with auto eject outlet for shore line located behind drivers door.
- 1.6.3 Alternator to be a C.E. Niehof, model C-619, 14v, 340 amp.
- 1.6.4 Lights furnished:
 - 1.6.4.1 Two 12 V Scene lights on telescoping poles adjustable from pump operators position (one each side)
 - 1.6.4.2 LED style stop, back-up, and directional signals
 - 1.6.4.3 2 engine compartment lights (one each side)
 - 1.6.4.4 Automatic compartment lights
 - 1.6.4.5 One pair of 12 volt brow lights mounted on front of cab
 - 1.6.4.6 One 12 volt floodlight @ front of hose bed
 - 1.6.4.7 Two 12 volt floodlights @ rear of hose bed
 - 1.6.4.8 Combination red/white dome lights in cab
 - 1.6.4.9 Ground lighting system
 - 1.6.4.10 Whelen brand LED marker lights & reflectors
 - 1.6.4.11 500,000 candlepower, 12 volt hand held spotlight near officers seat

1.7 Warning Equipment

- 1.7.1 NFPA compliant LED warning light package including headlight flasher
- 1.7.2 One Federal model Q2B siren recess mounted in front bumper with controls on both driver & passenger side of cab.

1.8 Paint & Graphics

- 1.8.1 Apparatus to be painted with white over red Dupont Imron paint, or approved equivalent
- 1.8.2 Lettering and graphics shall be provided as requested: Locations, actual sizes and photographs of the Town seals & engine company logos 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:
 - 1.8.2.1 A white reflective stripe shall be provided above the front bumper and along each side of the apparatus as required by NFPA.
 - 1.8.2.2 The word "Scarborough" shall be centered on the front of the cab.
 - 1.8.2.3 The words "Black Point" shall be located on the front of the cab.
 - 1.8.2.4 A reflective "E1" shall be located on the front corner of each side of the cab.
 - 1.8.2.5 A reflective "E1" shall be located on each side of the rear of the apparatus.
 - 1.8.2.6 The word "Scarborough" shall be located in an arch above the town seal on both front doors in gold leaf style lettering.
 - 1.8.2.7 The Town seal (photograph to be provided) shall be located on each front door.
 - 1.8.2.8 The words "Engine 1" shall be located between the front doors and the crew doors on each side of the apparatus in gold leaf style lettering.
 - 1.8.2.9 There will be one company logo (photograph to be provided) located on each side of the apparatus in the cab area.
 - 1.8.2.10 "Keep Back 500 Feet" shall be located on the rear roll up door in reflective lettering
 - 1.8.2.11 Graphics package to include two color chevron striping on the rear

1.9 Optional Equipment – please bid separate from base bid with individual prices

- 1.9.1 One 6' fiberglass pike pole
- 1.9.2 One 10' fiberglass pike pole

- 1.9.3 Six combination 1 ½" – 2 ½" spanner wrenches (3 sets of 2 each)
- 1.9.4 Six 4" spanner wrenches (3 sets of 2 each)
- 1.9.5 One 14 foot aluminum roof ladder, Alco-lite or equivalent
- 1.9.6 One 24 foot 2 section aluminum extension ladder, Alco-lite or equivalent
- 1.9.7 One 8" aluminum folding attic ladder with safety shoes
- 1.9.8 One 10' length of 6" N.S.T. lightweight suction hose with pyrolite couplings
- 1.9.9 One 10' length of 6" N.S.T. hard suction hose with pyrolite couplings
- 1.9.10 One 1,500 gpm, floating strainer with 6" NST threads
- 1.9.11 One set each of pyrolite 2½" double males & double females with NST threads
- 1.9.12 One set each of pyrolite 1½" double males & double females with NPSH threads
- 1.9.13 Three Akron Saber Jet nozzles, model #1523, with 1½" NPSH threads, pistol grip & 15/16" smooth bore tip (or equivalent)
- 1.9.14 1 Akron Saber Jet nozzle model #1526, with 2½" NST threads, pistol grip & 1" smooth bore tip (or equivalent)

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The Proposal is to furnish one Class "A" Pumper 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, 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 with their bid the following information:

- (a) Location of the factory where the apparatus will be built.
- (b) Two full sets of the specifications for the proposed vehicle including sufficient cuts, drawings, photographs, sketches or other data that will completely describe the apparatus.
- (c) Two complete lists of major component parts of the vehicle and their parts and identification numbers (successful bidder only).
- (d) Two copies each of the 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

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 Adherence to Specifications (5 Percent)

Proposals will be evaluated against the questions set out below:

- (a) How close does the proposal meet specifications?

- (b) Have any variations from specifications been clearly identified and documented?
- (c) Are clear alternate solutions provided for any variations from specifications?

7.03 Sales Support and Service (5 Percent)

Proposals will be evaluated against the questions set out below:

- (a) How close is the sales/service office?
- (b) How close is the service center for major repairs?
- (c) Do they provide on-site service and if so with what capabilities?
- (d) How is the availability and local inventory of parts?
- (e) Do they have trained EVT technicians

7.04 Experience and Qualifications (5 Percent)

Proposals will be evaluated against the questions set out below:

- (a) Is the manufacturer a leader in the industry?
- (b) What type of market share does the manufacturer have?
- (c) Did the proposal provide examples of similar units?
- (d) What is the financial stability of the manufacturer?

7.05 Contract Cost (30 Percent)

Overall, a minimum of **30%** of the total evaluation points will be assigned to cost.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost.

Proposals involving pre-payment options that may benefit the town, as allowed in section 3.07, will be considered when ranking proposals based on contract costs.

7.06 Quality, Durability, and Value (50 Percent)

Fifty percent of the available points will be awarded based on the quality, durability, and value of the proposed apparatus. The Town will be evaluating the proposals to determine in reference to quality, durability, and value of the product proposed, are the actual quality of the materials to be used, its durability in regards to weather; its ease of maintenance; its safety record, and finally its extent and length of warranty.

Proposals will be evaluated against the questions set out below:

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

SECTION EIGHT ATTACHMENTS

8.01 Appendix A – 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 \$400,000 on account of any one occurrence and \$400,000 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.

8.02 APPENDIX B - SAMPLE EVALUATION FORM

RFP 012009/CLASS "A" PUMPER

Evaluation Criteria

- 1) Understanding of the Project
- 2) Adherence to Specifications
- 3) Sales Support and Service
- 4) Experience and Qualifications
- 5) Contract Cost
- 6) Quality, Durability, and Value

Percentage

- 5%
- 5%
- 5%
- 5%
- 30%
- 50%
- 100%

Vendor Name

Criteria number

1)	0%	0%	0%	0%	0%	0%	0%
2)	0%	0%	0%	0%	0%	0%	0%
3)	0%	0%	0%	0%	0%	0%	0%
4)	0%	0%	0%	0%	0%	0%	0%
5)	0%	0%	0%	0%	0%	0%	0%
6)	0%	0%	0%	0%	0%	0%	0%
Total Score	0%	0%	0%	0%	0%	0%	0%

Evaluated by