



Financial Services – Purchasing Department

## NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

### FIRE PUMPER APPARATUS

If your firm plans to bid on this project, please send an e-mail response to [purchasing@portagemi.gov](mailto:purchasing@portagemi.gov) with the following information:

Firm Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Firm's Contact Person: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Postal Address: \_\_\_\_\_

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: September 15, 2015

## REQUEST FOR PROPOSALS

The City of Portage will open sealed proposals on Thursday, October 8, 2015 at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

### Fire Pumper Apparatus

You are invited to submit a proposal for this apparatus. Sealed proposals may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED PROPOSAL:        Fire Pumper Apparatus

FOR OPENING:            October 8, 2015

General specifications, description and conditions upon which the proposal is to be based are available at the City of Portage website [www.portagemi.gov](http://www.portagemi.gov). Proposal packages will also be mailed upon request.

The City reserves the right to reject any or all proposals, to waive any irregularities, negotiate, and further reserves the right to accept any proposal or parts of proposals which it deems to best serve the interest of the City.

Questions regarding the technical specification, proposed use or any other issues related to the equipment being bid should be directed to Assistant Fire Chief Stacy French at (269) 329-4487.

If you have any questions regarding purchasing procedures, please contact Purchasing Manager Judy Johnson at (269) 324-9284.

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## 1. INSTRUCTIONS TO VENDORS

### 1.1. Examination of Proposal Documents

Before submitting a proposal, Vendors shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

### 1.2. Withdrawal of Proposals

Any vendor may withdraw its proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

### 1.3. Proposal Opening

Proposals will be opened and publicly read aloud at the time and place set forth in the Request for Proposals.

### 1.4. Proposal Form

1.4.1. Each proposal shall be made on the form provided and, except for proposals submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the vendor, and shall be signed by an individual authorized to execute the proposal on behalf of the vendor.

1.4.2. Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the City will lie with the City. Proposals submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.

1.4.3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated on the Notice to Vendors page. It is the sole responsibility of the vendor to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the vendor unopened.

### 1.5. Nondiscrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2,

Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper’s Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person’s hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person’s height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Vendors that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

1.6. Proposals Submitted via Facsimile Equipment

1.6.1. Transmittal page must be plainly marked and faxed to 269-329-4535:

“Sealed Proposal \_\_\_\_\_ for opening \_\_\_\_\_”  
Bid Name Date

1.6.2. When proposals are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.6.3. Whenever a proposal guaranty/bond is required, proposals submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to meet the proposal guaranty/bond requirement, the cashier’s check must be physically in the possession of the City by the date and time outlined on the Request for Proposals, or such proposal may be considered non-responsive.

**1.6.4. In electing to use the facsimile option, the vendor assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the vendor.**

1.7. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified

Parties”) from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, arising from the contractor’s negligence or (ii) is caused in whole or in part by any negligent act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party’s percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers’ compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The Contractor shall procure and maintain at contractor’s own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor’s proper protection in the prosecution of the work.

#### 1.8. Contractor’s Insurance

The successful vendor will also be required to furnish:

- 1.8.1. Workers compensation insurance, including employer’s liability, under the Workers Compensation Statutes of the State of Michigan.
- 1.8.2. Comprehensive General Liability Policy of at least \$2,000,000 for personal injury and property damage.

- 1.8.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 1.8.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 1.8.5. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The certificate of insurance must contain the following statement:
- 1.8.6. THE CITY OF PORTAGE, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation).
- 1.8.7. The certificates of insurance indicated above shall carry a written cancellation notice and must be submitted within ten (10) working days of notification of award and prior to the execution of any work under this contract.
- 1.8.8. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.
- 1.9. PROPOSAL GUARANTEE -- Each proposal shall be accompanied by a certified check or bid bond acceptable to the City in an amount equal to at least five percent (5%) of the proposal, payable without condition to the City as a guaranty that the vendor, if awarded the Contract, will promptly execute the Agreement in accordance with the proposal and the other contract documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work. Proposals that do not include a certified check or bid bond will be considered non-responsive and will be rejected. Company or personal checks will not be accepted as substitute for a certified check or bid bond. Proposals offering personal or company checks in lieu of a certified check or bid bond will be considered non-responsive and will be rejected. The Proposal Guarantees of all Vendors, except the three lowest, will be returned promptly after the canvass of Proposals. If multiple bids are submitted, the vendor need only provide one proposal guarantee/bond/certified check, based on the outright purchase price of the most expensive unit proposed.
- 1.10. PERFORMANCE AND LABOR & MATERIAL BONDS -- The successful Vendor, simultaneously with the execution of the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract

Amount, and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds shall be secured from an insurance company satisfactory to the City. Typical Bond forms are included in the Contract Documents.

- 1.11. REPRESENTATIONS – If any questions or responses require revision to the proposal document as originally published, such revisions will be by formal addendum only. If the proposal document includes a contact person for technical information, Vendors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the proposal document shall not be relied upon unless subsequently ratified by a written addendum issued by the Purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.
- 1.12. PROJECT INFORMATION SHEET –Proposals must include a fully executed Project Information Sheet located at the end of the proposal document. This document is self-explanatory.
- 1.13. PROPOSAL SUBMISSION – Proposals from the vendor should include the following:
  - 1.13.1. Proposal Page
  - 1.13.2. Project Information Sheet
  - 1.13.3. Copy of warranty
  - 1.13.4. Spare Parts – location/facility, availability
  - 1.13.5. Reference Drawings/Specifications – A general arrangement drawing depicting the vehicle’s appearance shall be provided. The drawing will consist of left side, right side, front and rear elevation views. The vendor shall also provide complete and detailed specifications for each unit being proposed for sale.
  - 1.13.6. Parts Listing and all equipment and accessories to be supplied as outlined in NFPA 1901 (2009).
  - 1.13.7. Bid Bond
  - 1.13.8. Sample Insurance Certificate
- 1.14. AWARD CRITERIA – Favorable pricing will be one element of the award evaluation process, but all the following factors will be used in evaluating bids received and in selecting the successful vendor:

- 1.14.1. Responsiveness to proposal specifications, terms and conditions
  - 1.14.2. Fire pumper apparatus cost.
  - 1.14.3. Quality of pumper apparatus and associated equipment.
  - 1.14.4. Availability of spare parts.
  - 1.14.5. References.
  - 1.14.6. Quality and length of warranties.
  - 1.14.7. Viability and cost effectiveness of lease/purchase options proposed.
  - 1.14.8. Delivery time and availability.
  - 1.14.9. Capability of vendor.
- 1.15. QUALIFICATIONS OF VENDOR – The City may make such investigations as deemed necessary to determine the ability of a Vendor to furnish the required equipment and services, and the Vendor will furnish to the City all information and data for this purpose as the City may request. The City reserves the right to reject a proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy the City that such Vendor is properly qualified to carry out the obligations of the contract and to deliver the services and products contemplated herein.
- 1.16. JURISDICTION AUTHORITY -- This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.
- 1.17. SEVERABILITY -- The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.
- 1.18. COMPENSATION TO BE PAID TO THE CONTRACTOR -- Payment will be made upon satisfactory completion of the work, excluding warranty, net 30 days.
- 1.19. MANUFACTURE AND/OR ASSEMBLY – The City is desirous of a fire apparatus pumper in which the major components of the fire apparatus pumper, such as apparatus frame, body, cab, etc., are manufactured and assembled by the same entity using proven construction, design, and build techniques. No prototype, one-of-a-kind, or experimental devices will be accepted.

- 1.20. WARRANTY INFORMATION – The warranty information outlined in Section 1.21 shall accompany the proposal document as an attachment to the project information sheet. Warranty information must be provided at the time of the proposal opening for the proposal to be considered fully responsive.
- 1.21. PUMPER TRUCK WARRANTY –10 YEAR/100,000 MILE STRUCTURAL WARRANTY
- 1.21.1. The apparatus manufacturer’s parts and labor warranty will ensure the City of Portage that any manufactured cab and body is and will remain free of defects. The cab and body are defined as modular structures constructed and assembled by the apparatus manufacturer.
- 1.21.2. The parts and labor warranty is limited to the repairing or replacing, as the manufacturer may elect, any part or parts of such apparatus which the manufacturer’s examination discloses to be defective in material or workmanship.
- 1.21.3. The parts and labor warranty shall extend for a period of a of 10 years/100,000 miles from the delivery date to the City of Portage, Michigan, whichever occurs first. The City may reserve the right to require any such repairs to be made either at a manufacturer owned service facility or another approved service facility at the manufacturer’s option. The City of Portage will notify the vendor within 45 days after any claimed defect has appeared. The vendor will be required to pay all costs of transportation to and from the servicing location.
- 1.21.4. The engine, transmission, and all drive train assemblies shall be fully warranted 100% for parts and labor for a minimum of two years from date of final delivery.
- 1.22. LEASE/PURCHASE – The City desires to review outright purchase options or a multi-year lease/purchase option or other payment structures that may be proposed by the vendor to facilitate and enhance the ability of the City to procure the apparatus at the most favorable pricing/payment policy.
- 1.23. ON-SITE FACTORY TRAINING REQUIREMENT – The successful provider shall offer a minimum of three full (8 hour) days of training at the Portage Fire Department conducted by a factory representative for personnel who will be operating this unit. Training shall include but not be limited to:
- 1.23.1. Safety features and training on proper and safe operation of the apparatus.
- 1.23.2. Proper pre and post use operator care and preventive maintenance.
- 1.23.3. Proper utilization of the apparatus in performing all apparatus functions.

- 1.23.4. A review of all operator controlled features of the apparatus.
  - 1.23.5. A review of any federal and state regulations pertaining to operation of the apparatus.
  - 1.23.6. An opportunity for a driver to operate the apparatus in a training exercise supervised by the factory training representative.
  - 1.23.7. A briefing for maintenance and procurement personnel on proper care, maintenance and periodic servicing of the unit including procedures for warranty compliance and parts and supply ordering.
- 1.24. MANUALS – A minimum of three (3) operator and service manuals, and a minimum of three (3) parts lists and at least (1) safety video shall be provided with the truck. Service manual instructions shall include service, maintenance, and troubleshooting for major and minor components of the chassis. A table of contents and schematics shall be included. Parts lists shall include descriptions, part numbers, and quantities of all major and minor components. Safety video shall address key safety considerations in consideration of driving, operating and maintaining the apparatus. Items to be included shall be manufacturer recommendations for all operational checks, operation of all equipment and maintenance of vehicle and equipment.
- 1.25. DEMONSTRATOR UNIT – The City of Portage will consider near-new demonstrator units meeting the basic specification. If a demonstrator unit is proposed, the Vendor shall provide all documentation required herein for a new vehicle and shall also provide full information including, but not limited to vehicle mileage, engine hours, year of manufacture, type of demonstration use, and any other pertinent information that separates the demo unit from being a new unit. It is expected that any demonstrator shall fully meet the warranty provisions contained herein. Any demonstrator unit submission shall meet the minimum requirements as outlined in this specification. Vendors are advised that proposed demonstrator units must be held for a maximum of 90 days from the receipt of proposals.
- 1.26. MULTIPLE PROPOSALS – Vendors may wish to submit more than one unit for proposal. Vendors are encouraged to do so. Please include one Project Information Sheet and one Cost Proposal Page for each unit bid. Full specifications should also be provided for each unit bid. If multiple proposals are submitted, the Vendor need only provide one proposal guarantee/bond/certified check, based on the outright purchase price of the most expensive unit proposed.
- 1.27. The selling Vendor/dealer must be capable of providing service when required. Vendor/dealership shall show that the company is in position to render prompt service and to furnish replacement parts capable of satisfying the warranty service and parts requirements of the vehicle being purchased. Service center must have a staff of factory-trained mechanics, well versed in all aspects of service for all major

components of the apparatus. Service center must be within one hundred fifty (150) miles of the Portage Fire Department.

**2. CUSTOM PUMPER SPECIFICATION** – You will note that the technical specification requirements are broad in nature so as to offer maximum flexibility in proposing a fire pumper truck that will meet the Portage requirement. The City of Portage Fire Department is seeking bids for a custom pumping engine in which the major components are assembled by the same builder meeting the **following** specifications:

- 2.1. Meets or exceeds all requirements of NFPA 1901 (2009), Standard for Automotive Fire Apparatus, as well as all OSHA and MIOSHA requirements and regulations.
- 2.2. Bids shall only be accepted from a single source apparatus manufacturer. The definition of a single source is a manufacturer that designs and manufactures their products using an integrated approach, including the chassis, cab, body being fabricated and assembled on the bidder's premises. The warranties relative to the chassis, body design (excluding component warranties such as engine, transmission, axles, pump, etc.) must be from a single source manufacturer and not split between manufacturers (i.e. body and chassis). The bidder shall provide evidence that they comply with this requirement.
- 2.3. The unit shall include a fire pump of 1,500 GPM. Acceptable manufacturer is Waterous with all stainless steel plumbing.
- 2.4. The pumper truck shall also possess a minimum 750 gallon polypropylene booster tank with a minimum of 20 gallon foam cell.
- 2.5. Three crosslays (2) 1 ¾" (1) 2 ½" and bumper load capable of carrying 150' of 1 ¾" double jacketed hose shall have foam capabilities.
- 2.6. Piping and valve for a deck gun.
- 2.7. The engine shall be a Cummins minimum 450 hp diesel.
- 2.8. The transmission shall be a Detroit-Allison Gen IV 3000 EVP automatic transmission.
- 2.9. The fire pumper vehicle shall be geared to allow a maximum speed of 70 m.p.h.
- 2.10. The pumper unit shall include a minimum seating for six (6) personnel.
- 2.11. The unit will have tilt cab construction with fluid check access.
- 2.12. The unit shall be constructed of stainless steel or aluminum body and cab.
- 2.13. An Interlube Automatic Lubrication System shall be provided. The lubrication shall be supplied while the vehicle is in motion to allow a uniform application of grease to

the locations listed. The electronic control unit that forms part of the system shall activate the pump after an adjustable interval time. A 35 gallon pail of Mobil Mobilith SHC-007 NLGI grade 00 grease, one (1) hand operated grease dispensing pump and one (1) operator's manual shall be included.

- Control Arm Pivot Points
  - Rear Axle Slack Adjusters
  - Rear Axle Brake Cam Screws
  - Rear Suspension Spring Pins
  - Rear Suspension Shackle Pins
  - Walking Beam pins (Tandem axle, if applicable).
- 2.14. The chassis frame shall be constructed of two steel channels.
- 2.15. The front axle shall have a minimum rating of 19,000#. Independent suspension preferred.
- 2.16. The rear axle shall have a minimum rating of 27,000#
- 2.17. The wheelbase shall not exceed 200".
- 2.18. The GVW rating shall be a minimum of 43,500#.
- 2.19. Shoreline 20A 120V, Kussmaul Auto Eject Charging System.
- 2.20. Ground Ladder chute storage with complement of ladders (Duo-Safety) within body of apparatus
- 2.21. A single agent Class A Direct Inject Foam system is required. System shall meet or exceed NFPA requirements at a pump rating of 150 psi. Foam setting shall be in .1 percent increments from .1 to 1 percent. The foam concentrate pump shall be self-priming and have the ability to draw foam concentrate from external supplies such as drums or pails.

External Foam Concentrate Connection. An external foam pick-up shall be provided to enable use of a foam agent that is not stored on the vehicle. The external foam pick-up shall be designed to allow continued operation after the on-board foam tank is empty, or the use of foam different than the foam in the foam tank.

Panel Mounted External Pick-Up Connection / Valve. A bronze three-way valve shall be provided. The unit shall be mounted to the pump panel. The valve unit shall function as the foam system tank to pump valve and external suction valve. The

external foam pick-up shall be one .75" male connection GHT (garden hose thread) with a cap.

Pick-Up Hose. A .75" flexible hose with an end for insertion into foam containers shall be provided. The hose shall be supplied with a .75" female swivel GHT (garden hose thread) swivel connector. The hose shall be shipped loose.

Discharges. The foam system shall be plumbed to four discharges. The discharge(s) capable of dispensing foam shall be front bumper, all three crosslays.

Foam Tank. The foam tank shall be an integral portion of the polypropylene water tank. The cell shall have a capacity of 20 gallons of foam with the intended use of Class A foam. The brand of foam stored in this tank shall be determined. The foam cell shall not reduce the capacity of the water tank. The foam cell shall have a screen in the fill dome and a breather in the lid.

- 2.22. A minimum of 10KW Hydraulic Generator (Hot Shift PTO) and CB Panel shall be provided.
- 2.23. An alternator shall be provided that has a rated minimum output current of 420 amps.
- 2.24. Folding light tower with 4 head LED lighting, 120 volt to be provided. Light tower to be mounted on rear crew cab area of roof. The vehicle shall contain one (1) folding weather proof LED light tower near rear of crew cab consisting of a minimum of four (4) 150 watt, 120 volt AC, lamps with automatic deploy and stow capabilities.
- 2.25. 2-Electric cord reels with 200' of 12/3 wire with a 20 A-120V Twist Lock Plug shall be installed on each side of apparatus dunnage area.
- 2.26. 2-Hydraulic Tool Hose Reels with 100' twin line hose to be mounted in area of body specified by customer.
- 2.27. The Vendor shall provide a minimum of two factory inspection trips for up to 5 city representatives on each trip. Times will be mutually agreed upon between manufacturer's and city representatives.
- 2.28. Rear tires will be an all-season tread style.
- 2.29. Aluminum wheels and fender crowns.
- 2.30. The engine shall include an on-board diagnostics system The system shall give the owner or repair technician access to state of vehicle systems, engine and after treatment.
- 2.31. Compartment doors shall be roll-up doors (AMDOR or equivalent). Compartment adjustable shelves (no less than 7) and slide-out trays (no less than 2) will have a

- minimum 500 lb capacity. Layout to be approved by customer. Compartment lighting to be LED strip lighting.
- 2.32. Anti-lock brakes. The vehicle shall be equipped with air-operated brakes and an anti-lock braking system (ABS). The brake system shall meet or exceed the design and performance requirements of the current Federal Motor Vehicle Safety Standard (FMVSS)-121, and the test requirements of the current NFPA 1901 Standard.
  - 2.33. Q-Siren and brake with foot control for both driver and passenger.
  - 2.34. (2) EMS cabinets with a minimum of 4 adjustable shelves in cab (with AMDOR roll-up doors and adjustable shelving – minimum 21” wide, 54” high, 14” deep).
  - 2.35. Full length tool board for compartment over passenger side wheel well.
  - 2.36. All emergency lights will be LED, including arrow stick (lighting package as approved by customer).
  - 2.37. Roto Ray Warning Light
  - 2.38. Exhaust out right side of apparatus for Plymovent system.
  - 2.39. Heated mirrors.
  - 2.40. Cab to consist of a heavy duty interior/insulation package to meet high demand of firefighter use while providing the highest level of noise reduction.
  - 2.41. Mounting plate on engine housing inside cab. Size to be no greater than 4 foot square.
  - 2.42. Body to include two 3-air bottle compartments in fenders of passenger side and one-3 air bottle compartment in fender on drivers side.
  - 2.43. Air conditioning and Heat BTU’s. The vehicle shall contain a roof mounted condenser capable of providing a minimum of 49,000 BTU output that meets or exceeds industry standards. Cab crew heat shall provide a minimum of 63,000 BTU output that meets or exceeds industry standards. Performance/durability certification must be provided for specified item.
  - 2.44. Hose bed capacity with adjustable dividers – Drivers side 400’ of 2.50” (rear pre-connect), center 1000’ of 5.00”, passenger side 600’ of 2.50”.
  - 2.45. Paint and lettering (genuine gold leaf) as specified by customer. Gold leaf will be with outline and shading as follows: up to (60) 3.00” high letters, up to (22) 9.00” high letters, up to (8) 7.00” high letters and up to (8) 5.00” high letters.
  - 2.46. Air horn control; driver, passenger and pump operator.

- 2.47. Seats other than driver shall have hands free SCBA brackets installed.
- 2.48. Power windows. Each cab entry door shall be equipped with an electrically operated tempered glass window. Each switch shall allow intermittent or auto down operation for each of use. The driver control panel shall contain a control switch for each cab door window. All other door control panels shall contain a single switch to operate the window within that specific door. Performance/durability certification must be provided for specified item.
- 2.49. Hose restraints.
- 2.50. LED scene lighting for driver side, passenger side front, and one on each side of rear. Minimum requirements for scene (flood) lighting for driver side, passenger side and front (brow) shall be 15,000 lumen. Voltage to be determined by manufacturer based on system electrical load.
- 2.51. Hose well with a capacity of 50' of 5.00" hose on both sides of vehicle at pump.
- 2.52. Back up camera system. Camera will be a heavy duty wide angle color rear view video camera with a minimum color LCD display of 7" on swivel mount. Camera shall be weatherproof, contain microphone and have a 12G rating. Camera will provide clear images in both day and night time use. Preferred model is a Zone Defense ZD.323.1.HD system, or one that meets or exceeds those specifications.
- 2.53. Cab Dome Lights. There shall be two (2) Weldon LED dome lights, Model 8080/8018-8000-13 installed in the cab. The lights shall be mounted above the inside shoulder of the driver and officer.
- The forward, white, light shall be controlled by the door switch and the lens switch.
  - The rear, red, light shall be controlled by the lens switch only.

In addition, there shall be two (2) adjustable map lights with an integral switch recessed into the cab ceiling. One (1) light shall be located above the driver's seat and one (1) light shall be located above the officer's seat.

- 2.54. Crew Cab Dome Lights. There shall be two (2) Weldon, Model 8081-800-13, LED dome lights with grey bezel installed in the crew cab and located one (1) each side, controlled by the following:
- The forward, clear light shall be controlled by the door switch and the lens switch.
  - The rear, red light shall be controlled by the lens switch only.

A courtesy light at each door opening, controlled by automatic door switches.

2.55. Hitch Receiver. A hitch receiver shall be installed at the rear of the apparatus.

The hitch receiver shall be constructed of heavy steel tubing and reinforced to the apparatus framework. The hitch receiver shall have a Class IV rating of 10,000 lb. towing and 1000 lb. tongue weight when used with a weight distributing hitch assembly.

Included with the rear receiver shall be a heavy-duty slide-in tube and ball assembly held in place with a retaining pin.

2.56. Small tools as required by NFPA 1901 are the responsibility of the owner and will be provided and installed by the owner.

3. FIRE PUMPER TRUCK PROJECT INFORMATION SHEET

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

3.1. Please indicate the response that best describes your business:

Sole Proprietor     Partnership     Corporation

Other (please explain) \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

First Date in Business: \_\_\_\_\_

3.2. Is your business involved in any proceedings that may affect the ability of the business to continue under the business name for the duration of the contract?

Yes     No

If yes, please explain (use additional Page)

3.3. References: List below references where units meeting or approximating the apparatus specified herein have been placed by your company. Please list references that you feel are most comparable to the apparatus being requested. If you wish to provide more than six references, use additional pages. We must have at least three references. Under the Self-Evaluation Section, please list how you believe the reference would respond if contacted by the City. Restrict your Self-Evaluation responses to the terms Excellent, Good, Satisfactory, and Unsatisfactory.

	Reference A	Reference B	Reference C
Business Name/ Governmental Unit			
Apparatus Description			
Reference Contact Person			
Telephone (of Contact Person)			
Unit Cost			
Year/Month of Unit Delivery			
Self Evaluation			

	Reference D	Reference E	Reference F
Business Name/ Governmental Unit			
Apparatus Description			
Reference Contact Person			
Telephone (of Contact Person)			
Unit Cost			
Year/Month of Unit Delivery			
Self Evaluation			

(If more than six apparatus references can be provided, list the six that come closest to matching the unit specified by the City. Additional references can be summarized on an attached page. Please do not list references over seven years old).

- 3.4. A Project Information Sheet, a Proposal Guarantee, a specimen warranty document(s), Proposal Page, specification and design/drawing, and specimen insurance certificate, parts listing, location of repair facility, and bid bond are required for submission as a part of these specifications. Have all items been included with your proposal?

Yes  No If no, please explain in detail any exceptions. (Use additional page(s) if necessary.)

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- 3.5. Safety/Compliance Provision. Is the unit as specified by you in full compliance with all OSHA, MI-OSHA, NFPA 1901 and all other Federal and State of Michigan laws and regulations?

Yes  No (If no, please explain in detail any exceptions. Use additional page(s) if necessary.)

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3.6. Lease/Purchase Provision Instruction to Vendors Page 5; Section 1.17 provides for possible procurement through a lease/Purchase arrangement. If you would be willing to provide the apparatus through lease/purchase arrangement, please indicate the terms below:

Monthly Payment \_\_\_\_\_/Month

Annual Interest Percentage Rate (APR): \_\_\_\_\_ Percent

Total Unit Cost : \$ \_\_\_\_\_

Briefly describe lease proposed including any restrictions, limitations and extra cost associated with the proposed lease program (Attach additional pages, if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3.7. Specification Requirements. Is the apparatus proposal by you in full compliance with all provisions requested in the specification document?

\_\_\_\_\_ Yes \_\_\_\_\_ No (If no, please list every exception on an additional page entitled "Exceptions to Specifications" and attach to this project information sheet).

3.8. Additional Information. Is there any other information that you feel would be of value to the parties responsible for evaluation of this proposal that has not already been asked for or provided by you?

\_\_\_\_\_ Yes \_\_\_\_\_ No (If yes, please include any such information with this project information sheet).

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Vendor identified in Question 3.1 above to execute this information sheet on behalf of that business.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

NAME: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_

POSITION: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

4. CITY OF PORTAGE PROPOSAL

I, the undersigned, propose to furnish and deliver at the proposal price shown, one custom pumping engine as per specifications supplied by the City of Portage, delivered to the City of Portage Central Fire Station, 7830 Shaver Road, Portage, Michigan 49002.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

\_\_\_\_New \_\_\_\_Demonstrator Model Year\_\_\_\_\_
(Demonstrator Units must be held by the Vendor for a maximum of 90 days)

Make/Model\_\_\_\_\_

Outright Purchase

Bid\_\_\_\_\_ \$\_\_\_\_\_
In words In Figures

Lease/Purchase Bid

Monthly Payment \_\_\_\_\_ month
Number of Months \_\_\_\_\_ (length of lease)
Annual Interest Percentage Rate (APR) \_\_\_\_\_ percent
Total Unit Cost \_\_\_\_\_

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition in accordance with all specifications contained herein subject to purchaser's inspection and approval not later than \_\_\_\_\_ days from receipt of a Purchase order (please note that availability and delivery will be considerations in award of the bid.

TERMS:\_\_\_\_\_ VENDOR NAME:\_\_\_\_\_
(Minimum of 30 days, please)

BY:\_\_\_\_\_
Signature

DATE:\_\_\_\_\_

BY:\_\_\_\_\_
Name and Title (Print or Type)

ADDRESS:\_\_\_\_\_

Street City State Zip Code
Phone:\_\_\_\_\_ Fax:\_\_\_\_\_

## *DRAFT CONTRACT AGREEMENT*

Following is a “*draft copy*” of the contract that will be executed by the City and the Contractor for the completion of this project.

**CITY OF PORTAGE**

**DRAFT CONTRACT**

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, hereinafter called the "Contractor," and the City of Portage, 7900 South Westnedge Avenue, Portage, Michigan 49002, hereinafter called the "City."

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

**ARTICLE I – EQUIPMENT TO BE PROVIDED**

The Contractor shall provide a \_\_\_\_\_, hereinafter referred to as the "Fire Apparatus," to be delivered in strict accordance with the Specifications, including any and all addenda, which plans and specifications are made a part of this contract, and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

**ARTICLE II - COMPENSATION TO BE PAID TO THE CONTRACTOR**

In consideration of the delivery of the Fire Apparatus in fulfillment of all stipulations of this contract to the satisfaction and acceptance of the City, the City shall pay and the said Contractor further agrees to receive and accept payment based on the price proposal as set forth in the Contractor's proposal (or bid) as filed with the City on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, the sum of which shall be,

_____	\$ _____
(amount in words)	(in figures)

as full compensation for furnishing all the equipment and materials, and for the costs of all premiums on insurance and bonds and for doing all the work contemplated and specified in this contract; also for all loss or damage arising out of the nature of the work, or from any unforeseen obstructions or difficulties which may be encountered in the delivery of the same; and for all risks of every description connected with the Fire Apparatus; and for well and faithfully completing the Fire Apparatus, in full compliance with the Specifications and the requirements. Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the contract documents hereto attached.

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract
2. Contractor's Proposal
3. City of Portage Specifications

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four original counterparts the day and year first above written.

CONTRACTOR

Attest:

\_\_\_\_\_

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

\_\_\_\_\_  
Print name and Title

\_\_\_\_\_  
Print Name and Title

CITY OF PORTAGE

Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Laurence Shaffer, City Manager

Approved as to Form:

\_\_\_\_\_  
Randall L. Brown, Portage City Attorney

INSTRUCTIONS FOR EXECUTING CONTRACT WITH CITY OF PORTAGE

**A. If the contractor is a corporation, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the Secretary of  
print or type name  
the corporate entity named as Contractor in the contract and that such corporate entity is a corporation in  
good standing in the State of \_\_\_\_\_ and has authority  
print or type name of state  
to transact business in the State of Michigan. I certify that the contract between the City of Portage and  
\_\_\_\_\_, Inc. was validly executed on behalf of the  
print or type name of corporation  
corporation by \_\_\_\_\_ who was then the \_\_\_\_\_  
print or type name print or type name of title  
of said corporation and has the authority to bind the corporation to the contractual agreements pursuant to  
the authority of its governing body and by-laws and is within the scope of its corporate powers.

\_\_\_\_\_  
Print or type name of corporation

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

**B. If contractor is an LLC, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am a member of the  
print or type name  
Limited liability company named as Contractor in the contract and that such LLC is in good standing in  
the State of \_\_\_\_\_ and that the LLC has the  
print or type name of state  
authority to transact business in the State of Michigan. I certify that the contract between the City of  
Portage and \_\_\_\_\_ LLC was validly executed on behalf  
print or type name of LLC  
of the LLC by \_\_\_\_\_ who was then a member of said  
print or type name  
LLC and has the authority to bind the LLC to contractual agreements and that such contract is within the  
scope of its powers.

\_\_\_\_\_  
Print or type name of LLC

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

**C. If the contractor is a sole proprietorship/partnership, the following certificate must be executed:**

I, \_\_\_\_\_, certify that I am the  
owner/partner of the company named as Contractor in the contract and that I have the authority to bind  
\_\_\_\_\_ , to contractual  
agreements.

\_\_\_\_\_  
Print or type name of company/DBA

Dated: \_\_\_\_\_, 20\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Notes to Certificate:**

1. The full name and business address of the Contractor must be inserted in the contract and the contract must be signed with his/her official signature. The name of the signing party or parties are to be typewritten or printed under all signatures of the contract.
2. If the contract is signed by the secretary of the corporation, the above certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of so much of the records of the corporation and will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
3. If the Contractor is operating as a partnership, each partner must sign the contract, or if not signed by each partner, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract and on behalf of the partnership.
4. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) must be indicated in the contract and the contract must be signed by such individual. If signed by someone other than the Contractor, there must be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.
5. If an LLC, the contract must be signed by a member of the LLC. If signed by someone other than the member, there must be attached to the contract the duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the contractor.

**CITY OF PORTAGE**  
**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
hereinafter called the Principal, and \_\_\_\_\_, hereinafter called the Surety, are  
held and firmly bound unto CITY OF PORTAGE, 7900 South Westnedge Avenue, Portage, Michigan  
49002, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money  
of the United States of America, to the Payment whereof, well and truly to be made, we bind ourselves,  
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, the above named Principal has entered into a certain contract with the CITY OF  
PORTAGE dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (hereinafter called the "Contract") for  
\_\_\_\_\_ (**name of project**), which contract and specifications for said work shall  
be deemed a part hereof as fully if set out herein.

AND WHEREAS, this bond given in compliance with and subject to the provisions of Act No.  
213 of the Public Acts of Michigan, for the year 1963.

NOW, THEREFORE, the condition of this obligation is such that if payment shall be made by the  
Principal to any Subcontractor or by him or any Subcontracts as the same may become due and payable of  
all indebtedness which may arise from him to a Subcontractor or a party performing labor or furnishing  
materials or supplies, or any Subcontractor to any person, firm, or corporation on account of any labor  
performed or materials or supplies furnished in the performance of said contract, then this obligation shall  
be void, otherwise the same shall be in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of said contract, or in the  
work to be done under it, or the giving by the party of the first part to said contract any extension of

time for the performance of said contract or any other forbearance on the part of either party to the other, shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or of any forbearance being hereby waived.

IN WITNESS THEREOF, the parties thereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed, and delivered in  
the presence of:

:

PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

SURETY:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT \_\_\_\_\_ Contractors, as principal and \_\_\_\_\_, as surety, are held and firmly bound unto the \_\_\_\_\_ in the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) to be paid to the City for which payment well and truly to be made we, jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by the presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, WHEREAS, the said \_\_\_\_\_ did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ enter into contract with the City for the \_\_\_\_\_.

NOW, THEREFORE, if said Contractor shall save and hold harmless the said CITY from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said contract according to all the conditions and stipulations therein contained in all respects, and shall save and hold harmless the said CITY from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue, and, in the event that said CITY shall extend the time for completion of said work or otherwise modify elements of the contract in accordance with provisions thereof, such extension of item or modification of the contract shall not in any way release the sureties of this bond.

WITNESS our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Surety (Seal)