



**CITY OF LEESBURG  
FLORIDA**

**REQUEST FOR PROPOSAL (RFP)**

ITB TITLE: **PURCHASE OF NEW FIRE APPARATUS – PUMPER TRUCK**

ITB Number:	<u>180032</u>	Contracting Buyer:	<u>Mike Thornton</u>
Bid Due Date:	<u>May 17, 2018</u>	Pre-Bid Meeting:	<u>None</u>
Bid Due Time:	<u>2:00 P.M.</u>	Issue Date:	<u>April 16, 2018</u>

**Budget Amount: \$300,000.00**

**Brief Description / Purpose**

**REQUEST FOR PROPOSAL (RFP)  
No. 180032  
City of Leesburg, Florida**

The City of Leesburg invites interested fire equipment manufacturers to submit proposals in response to this RFP. The City desires to purchase a custom built Pumper Truck Fire Apparatus with the minimum specifications provided in the solicitation package.

Registered vendors may obtain a copy of the RFP online at [www.vendorregistry.com](http://www.vendorregistry.com). A copy may also be obtained by e-mailing a request to [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov) or by calling (352)728-9880.

Publish: Vendor Registry

**Solicitation Package Distribution**

The City of Leesburg utilizes Vendor Registry ([www.vendorregistry.com](http://www.vendorregistry.com)) as the ONLY official on-line bid management system to distribute solicitations, addenda and answers to questions. Solicitation information obtained from other sources may not be current or accurate and should not be relied on for submitting a response to a solicitation.

There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to [www.leesburgflorida.gov/purchasing/bids.aspx](http://www.leesburgflorida.gov/purchasing/bids.aspx) for further information.

Vendors are strongly encouraged to register (at no cost) with Vendor Registry to download solicitation documents. Should time not permit you to complete the registration process please contact the Purchasing Division at (352)728-9880 or by email at [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov) to obtain a solicitation document(s).

## SECTION 1 – SPECIAL TERMS & CONDITIONS

### ST-1. **QUESTIONS, INFORMATION or CLARIFICATION**

**ALL** questions regarding this solicitation, including technical specifications or scope of work, shall be submitted in writing to the Designated Procurement Representative. To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.

- a. Bidders are encouraged to use the question/answer feature of Vendor Registry for the submission of questions and requests for information. Should that not be possible, questions relative to interpretation of specifications, scope of services or the submittal process shall be addressed in writing to the Designated Procurement Representative at **[purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov)**.
- b. The deadline for questions is five (5) business days prior to the solicitation due date. Does not include the day the solicitations are due.
- c. Any interpretation made to Bidders shall be expressed in the form of a written Addendum to the solicitation. Which, if issued, will be made available to all prospective Bidders no later than the three (3) business days immediately before the solicitation due date. Does not include the day the solicitations are due.
- d. Inquiries received after the deadline for questions may not be given any consideration at the discretion of the Purchasing Manager.
- e. It will be the responsibility of the Bidders to contact the Purchasing Division prior to submitting bids to ascertain if any addenda have been issued, to obtain all such addenda, incorporate addenda in their bid response and acknowledge said addenda on the appropriate form.

ST-2. **PRE-BID CONFERENCE/SITE VISIT** - Not applicable.

### ST-3. **ELIGIBILITY**

Respondents must be the servicing dealer and have an established repair facility located in the state of Florida. Said repair facility must have been in operation for a minimum of five (5) years.

Respondents must be regularly engaged in the sale or manufacturer of equipment being purchased under this solicitation.

### ST-4. **DESIGNATED PROCUREMENT REPRESENTATIVE**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than seven (7) business days before the bid opening date.

Mike Thornton, CPPO-Purchasing Manager  
City of Leesburg | Purchasing Department  
204 N. 5th Street, Leesburg, FL 34748  
Phone: 352-728-9880 | E-mail: [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov)

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Division for the City of Leesburg.

**ST-5. RESTRICTED DISCUSSIONS**

From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**ST-6. DELIVERY OF SOLICITATION RESPONSE**

To be considered for award, a complete bid response must be received and accepted in the Purchasing Division no later than the due date and time established within the solicitation. Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid is securely sealed in an opaque envelope/package to provide confidentiality of the bid prior to the solicitation closing.

<b>Delivery IN PERSON</b>	<b>THIRD PARTY CARRIER i.e., Fed-Ex, UPS</b>
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

FACSIMILE (FAX) OR ELECTRONIC SUBMISSIONS (E-MAIL) WILL NOT BE ACCEPTED.

**ST-7. COMPLETION REQUIREMENTS FOR INVITATION FOR BID**

**Complete a response to this Request for Proposal (RFP) as instructed in Section 3. Submit One (1) original and three (3) duplicate copies of your response.** Responses must be submitted by the vendor in a sealed envelope/package and shall be delivered to the Purchasing Division no later than the official bid opening date and time. Any bid received after this time shall not be considered for award.

The City is not liable or responsible for any costs incurred by any Bidder in responding to this IFB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this Invitation for Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your bid. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid or proposal

must initial the change. The bid shall be manually signed by an official authorized to legally bind the Bidder to its provisions.

Specific Completion Directions - Pricing shall be completed using the provided Schedule of Bid Items in the Forms Section of this solicitation. Reproductions or variations of the Schedule of Bid Items shall not be acceptable.

**ST-8. EXCEPTIONS**

All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the bidder. Proposals taking total exception to specifications is not acceptable. Such proposals shall be deemed non-responsive and shall not be considered for award.

**ST-9. BID RESPONSE GUARANTEE - Not Applicable**

**ST-10. RETURN OF BID RESPONSE GUARANTEES - Not Applicable**

**ST-11. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT**

Performance and Payment Bonds, written by a Surety firm satisfactory to the City of Leesburg which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict accordance with the Contract Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The Performance and Payment Bonds shall each be for an amount not less than the Total Contract Price as agreed to by both parties. The cost of this bond shall be included in the price bid in the Bid Response.

These bonds shall be substantially in the form provided herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy holders' surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Attorney and executed contract.

**ST-12. POWER OF ATTORNEY**

Attorneys-in-Fact, who sign Bid Bonds and Performance or Payment Bonds, must file with such bonds a certified copy of their power of attorney to sign such bonds.

**ST-13. BID OPENING**

A public opening will not be held. Shortly after the due date and time the City will release a list of respondents. All proposals received shall be subject to Florida Statute 119.

**ST-14. LOCAL VENDOR PREFERENCE - Not applicable.**

**ST-15. METHOD OF AWARD**

To a single vendor in the aggregate. Recommendation of Award shall be to the responsible bidder submitting the lowest responsive bid and holding the necessary licenses, certifications and experience. Determination of low bid amount will be made using the total bid for the Base Bid Items only and will not consider additional contract items. Local Vendor Preference will be considered when applicable in determining the low bid amount.

**ST-16. START AND COMPLETION OF WORK**

Work performed under the resulting agreement shall commence upon issuance of a Notice to Proceed which may be in the form of a City Purchase Order or other written document.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where Force Majeure is applicable. In the case of Force Majeure, the Contractor shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

**ST-17. CHANGES IN WORK OR SPECIFICATIONS**

Following contract award and issuance of the PO and/or Notice to Proceed, any changes in the work must be approved in writing by the City. The Purchasing Manager with concurrence from applicable City Departments will be the only person to authorize changes in the work. All such changes shall be documented and approved in writing.

**ST-18. CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Project Representative written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, the procedure shall then be as provided for changes in the work. No such claim will be valid unless so made.

**ST-19. PAYMENT TERMS**

- a. City shall make payment in full to Contractor following delivery of the apparatus and acceptance by the City.
- b. THERE SHALL BE NO ADVANCE PAYMENTS, DEPOSITS, PARTIAL PAYMENTS OR PROGRESS PAYMENTS MADE BY CITY TO CONTRACTOR.**
- c. Apparatus must have passed all required tests and inspections.
- d. All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
- e. Failure to submit a correct invoice will delay payment.

**ST-20. FAILURE TO COMPLETE THE WORK ON TIME/LIQUIDATED DAMAGES**

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead his need of knowledge of said contingent work as an excuse for delay in his work or for non-performance.

If the work is not completed in full by the deadline specified, then for each day thereafter on which the work has not been completed, Contractor shall pay to the Owner liquidated damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** per calendar day, which Owner is hereby authorized to deduct from the final draw before paying any remaining amount to Contractor. The parties agree that it would be impossible or extremely difficult to compute the actual damages suffered by the Owner due to late completion of the work, that it is therefore appropriate to provide for liquidated damages in this Contract, and that the amount of liquidated damages specified is reasonable and bears a substantial relationship to the probable amount of actual damages the Owner would suffer, and therefore does not constitute a penalty or forfeiture. Contractor acknowledges that this provision is material to the Owner and that the Owner would not have entered into this Contract but for this provision and that as a result of the Owner's reliance on this provision, the Contractor shall be stopped to deny or dispute the validity or enforceability of this liquidated damage clause.

Nothing shall be construed as limiting the right of the Owner to declare the Contract forfeited, or to take over the work, or to claim damages for the failure of the Contractor to abide by each and every one of the terms of the Contract Documents. The completion date shall be construed as being the date on which the work is fully accepted by the Owner.

[END OF SECTION]

## SECTION 2 – TECHNICAL SPECIFICATIONS

### TS-1. INTENT OF SPECIFICATIONS

It shall be the intent of these specifications to cover the furnishing and delivery of a complete apparatus equipped as here in after specified. These specifications shall cover only the general requirements as to the type of construction and test to which the apparatus shall conform, together with certain details as to finish, equipment and appliances with which the successful bidder shall conform. Minor details of construction and materials, which are not otherwise specified, shall be left to the discretion of the contractor, who shall be solely responsible for the design and construction of all features. Apparatus proposed by the bidder shall meet the requirements of the National Fire Protection Association (NFPA) as stated in current Pamphlet 1901 for Engine/Pumpers. Loose equipment shall be provided only as stated in the following pages.

Proposals shall only be considered from companies that have an established reputation in the field of fire apparatus construction and have been in business for a minimum of 20 years. Further, bidder shall maintain dedicated service facilities for the repair and service of products. Evidence of such a facility shall be included in bidder proposal.

Each respondent shall furnish satisfactory evidence of their ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be built. The respondent shall also show that the company is in position to render prompt service and to furnish replacement parts for said apparatus.

Each proposal shall be accompanied by a set of "Contractor's Specifications" consisting of a detailed description of the apparatus and equipment proposed and to which the apparatus furnished under contract shall conform. These specifications shall indicate size, type, model and make of all component parts and equipment.

### TS-2. **APPROVED MANUFACTURERS** SPECIFICATIONS FOR NEW 40,000LB. GVWR – **CUSTOM** FIRE PUMPING APPARATUS WITH FOUR (4) PERSON, FULL TILT CAB.

Acceptable Manufacturers:

E-ONE  
Pierce Manufacturing  
Sutphen

### TS-3. **GENERAL**

- 3.1. Two (2) each, vehicle specific parts, wiring diagrams, service and operators manuals.
- 3.2. Specify all warranties, certifications and performance tests.
- 3.3. The apparatus shall meet the requirements/standards of the National Fire Protection Association (NFPA) 1901 latest edition in all respects for use as a pumper fire apparatus.

- 3.4. The unit shall comply with all Federal, State, ICC and DOT regulations, standards and laws relating to commercial vehicles as well as fire apparatus.
- 3.5. The apparatus cab, body and chassis are to be manufactured by one builder or separate divisions of one manufacturer. **THE FACTORY AUTHORIZED SERVICE/PARTS CENTER MUST BE LOCATED IN THE STATE OF FLORIDA.**
- 3.6. All major components must be built and assembled in the Continental United States.
- 3.7. No prototype apparatus will be accepted.

**TS-4. QUALITY AND WORKMANSHIP**

The design of the apparatus shall embody the latest approved automotive engineering practices. The workmanship shall be of the highest quality in its respective field. Special consideration shall be given to the following points: Accessibility of the various units which require periodic maintenance, ease of operation (including both pumping and driving) and symmetrical proportions. Construction shall be rugged and ample safety factors shall be provided to carry the loads specified and to meet both on and off road requirements and speed conditions as set forth under "Performance Tests and Requirements". Welding shall not be employed in the assembly of the apparatus in a manner that shall prevent the ready removal of any component part for service or repair. All steel welding shall follow American Welding Society D1.1-96 recommendations for structural steel welding. All aluminum welding shall follow American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum. Flux core arc welding to use alloy rods, type 7000, American Welding Society standards A5.20-E70T1. The manufacturer shall be required to have an American Welding Society certified welding inspector in plant during working hours to monitor weld quality.

**TS-5. DELIVERY**

Apparatus shall be delivered under its own power - rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus and remain for a sufficient length of time to instruct personnel in the proper operation, care and maintenance of the equipment delivered.

**TS-6. INFORMATION REQUIRED**

The manufacturer shall supply at time of delivery, complete operation and maintenance manuals covering the completed apparatus as delivered. If available, all manuals and documentation shall be provided on electronic media.

A permanent plate shall be mounted in the driver's compartment which specifies the quantity and type of fluids required including engine oil, engine coolant, transmission, pump transmission lubrication, pump primer and drive axle.

**TS-7. PERFORMANCE TESTS AND REQUIREMENTS**

A road test shall be conducted with the apparatus fully loaded and a continuous run of ten (10) miles or more shall be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear



axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus. Vehicle shall adhere to the following parameters:

- a. The apparatus, when fully equipped and loaded, shall have not less than 25% nor more than 50% of the weight on the front axle, and not less than 50% nor more than 75% on the rear axle. No axle shall exceed its rated capacity when fully loaded.
- b. The apparatus shall be capable of accelerating to 35 mph from a standing start within 25 seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.
- c. The service brakes shall be capable of stopping a fully loaded vehicle in 35 feet at 20 mph on a level concrete highway. The air brake system shall conform to Federal Motor Vehicle Safety Standards (FMVSS) 121.
- d. The apparatus, fully loaded, shall be capable of obtaining a speed of 50 mph on a level concrete highway with the engine not exceeding its governed rpm (full load).

**TS-8. FAILURE TO MEET TEST**

In the event the apparatus fails to meet the test requirements of these specifications on the first trials, second trials may be made at the option of the bidder within 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 comply with changes to conform to any clause of the specifications, within 30 days after notice is given to the bidder of such changes, shall also be cause for rejection of the apparatus. Permission to keep or store the apparatus in any building owned or occupied by the purchaser or its use by the purchaser during the above-specified period with the permission of the bidder shall not constitute acceptance.

**TS-9. WARRANTY**

Each piece of new fire or rescue apparatus shall be warranted to be free from defects in materials or workmanship under normal use and service. Each manufacturer shall supply, as a part of their bid package, a copy of the warranty or warranties that they propose to provide, and in no case shall it be less than one (1) year on the entire apparatus.

All other warranties, as outlined in these specifications shall be provided in writing as Schedule 'B'.

Failure to provide the warranties as outlined throughout these specifications shall be cause for rejection of the proposal.

**TS-10. FRAME RAIL WARRANTY**

The frame rails shall be guaranteed for the life of the vehicle to the original owner (the City) against defects in design, material or workmanship, excluding accident or abuse. A copy of the fire apparatus manufacturer's warranty shall be included with the bid.

In addition, a full length main frame liner shall be provided. It also shall be heat treated steel.

**TS-11. APPROVAL DRAWINGS**

A drawing of the proposed apparatus shall be provided in the Proposal response. Followed by (after the bid is awarded) an engineered drawing that will be approved by the City of Leesburg before construction begins. The sales representative shall also have a copy of the same

drawing. The finalized and approved drawing shall become part of the contract documents. This drawing shall indicate the chassis make and model, location of the lights, siren, horns, compartments, major components, etc.

A "revised" approval drawing of the apparatus shall be prepared and submitted by the manufacturer to the purchaser showing any changes made to the approval drawing.

**TS-12. GENERAL CONSTRUCTION**

The apparatus shall be designed with due consideration to distribution of load between the front and rear axles. Weight balance and distribution shall be in accordance with the recommendations of the National Fire Protection Association.

**TS-13. ISO COMPLIANCE**

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.

**TS-14. TECHNICAL SPECIFICATIONS**

The proposed apparatus must meet or exceed the following minimum specifications. Should a proposed apparatus not meet ANY of the following minimum specifications the Respondent shall make such note on an included Exceptions Page included in their proposal.

**1.1. ENGINE:**

- Cummins 450hp L9 six cylinder diesel engine, 8.9L.

**1.2. ENGINE EQUIPMENT:**

- Alternator – 12 volt, 320 amp minimum, Delco Remy model 40SI or equivalent.
- Batteries – standard per manufacturer, maintenance free.
- Starter – Delco 39MT or equivalent.
- Premium engine hoses.
- Injection pump – electronic engine control.
- Radiator/Cooling system – shall have sufficient capacity to meet extended periods of full load operation and maintain the engine temperature as required by the engine manufacturer.
- Fan clutch – operates automatically in “Road” and locked in “Pump”.
- Dry type air cleaner with air restriction monitor. Triggers a warning light on dash when air filter is clogged.
- Jacobs engine brake.
- High idle system with switch on instrument panel.

**1.3. TRANSMISSION:**

- Allison 5th generation EVS 3000P with 5 speed push button controls mounted right of driver on console.
- Transmission oil cooler, uses engine coolant to control temperature.

- Aggressive downshift mode.
- 2 PTO provisions located at 4 and 8 o'clock viewed from rear.

**1.4. FRAME/CHASSIS:**

- Frame – steel construction matched to Gross Vehicle Weight (GVW) and mounted body of truck. Frame shall have full length “C” liner reinforcement.
- Front axle/suspension – minimum 16,000lb capacity.
  - Tires - Goodyear 315/80R 22.5 radials on steel wheels.
  - Hubs - Stemco hub windows on front hubs.
  - Heavy duty shock absorbers on front axle.
- Rear axle/suspension – minimum 24,000lb capacity.
  - Tires - Goodyear 12R 22.5 radials on steel wheels.
- Chrome lug nut covers.
- Tire pressure monitoring system for 6 wheels.
- Wheelbase – no greater than 227-inches.
- Brakes – full air with 4 wheel Anti-Lock Brake System (ABS) system.
- Air dryer – Wabco 1200 IWT or equivalent.
- Fuel tank – 50 gallons minimum.
- Front tow hooks.
- Front bumper – polished stainless or chrome, extended approximately 22-inches to 28-inches from front of cab.
- Gravel pan – between bumper and cab face, aluminum treadplate.
- Hose tray, aluminum – in center of bumper extension with the capacity to hold 150 feet of 1.75-inch hose. Rubber grate/liner on bottom of tray, drain holes and two (2) straps to secure hose.
- Steering – heavy duty power steering. Tilt/telescopic steering column with standard steering wheel.

**1.5. CAB:**

- The cab shall be a fire apparatus custom, full tilt type, constructed of aluminum and designed exclusively for the fire service. The cab shall provide seating for 4 firefighters. Access by 4 forward opening doors. A commercial chassis shall not be acceptable.
- The crew cab roof shall be raised approximately 10-inches to 12-inches in the rear section to provide additional headroom.
- Electric over hydraulic cab lift system with safety locks for full up and full down positions. Lift system will also have a manual hydraulic pump in the event of power loss.
- Cab lift interlock – cab will lift only when parking brake is set and ignition switch is on.
- Grill – polished stainless steel.
- Mirrors – front cab corner mounted, Ramco 6001CCR or equivalent, with convex section, mirrors power controlled by driver.

- Driver seat – air suspension, high back with bolster pads and adjustable fore, aft and recline.
- Officer seat – air suspension, Self-Contained Breathing Apparatus (SCBA) back with adjustable SCBA cavity and hands free bracket.
- Grab handles for driver and officer ingress and egress.
- Two (2) forward facing rear seats at center of cab rear wall, SCBA back with adjustable SCBA cavity and hands free bracket. Free space between seats will be as much as practical.
- Grab handles for firefighter ingress and egress.
- Standard seatbelts, color shall be red.
- Seat upholstery – gray tuff material.
- Manufacturers premium air conditioning, heat and defrost.
- Cab instrumentation, gauges and indicators - standard.
- Air Conditioning - 120 volt A/C unit, Coleman Mach 8 Roughneck mounted on roof with ceiling controls. Unit powered by shoreline.
- Interior access to engine dipsticks.
- Insulated walls, roof, tunnel, engine bay and bottom of cab floor.
- Interior paint, gray.
- Interior upholstery/headliner, gray.
- Sun visors – standard.
- Cab floor covering, black Poly-damp mat (or equivalent).
- Mounting plate on engine tunnel, gray.
- Cab access steps, grip punch type into aluminum treadplate. Vertical step wells aluminum treadplate. LED step lights and handrails at each door.
- Visible exterior of cab rear wall covered with aluminum treadplate.
- Rear facing driver side EMS compartment at outboard position. Dimensions approx. 24.5” wide x 44” high x 26.75” deep. Roll up door with an opening of approx. 15” wide x 33.75” high. The compartment will also have access from outside of cab through a double pan lap style door with an opening of approx. 17” wide x 34.5” high, non locking D-ring latch and door strut. Door activated LED compartment lights and adjustable shelf with approx. 1.25” turned up lip.
- Rear facing passenger side EMS compartment at outboard position. Dimensions approx. 24.5” wide x 34” high x 26.75” deep. Roll up door with an opening of approx. 15” wide x 23.75” high. The compartment will also have access from outside of cab through a double pan lap style door with an opening of approx. 17” wide x 24.5” high, non-locking D-ring latch and door strut. Door activated LED compartments lights and adjustable shelf with approx. 1.25” turned up lip.
- Forward facing driver and passenger side tool/equipment compartments. Dimensions approx. 16.5” wide x 60” high x 16.5” deep. Roll up door with an opening of approx. 11.25” wide x 50” high. Compartments mounted outboard of rear seats at cab rear wall.

Door activated LED compartment lights and adjustable shelf with approx. 1.25” turned up lip, both compartments.

1.6. **BODY:**

- Body compartments, left side – 3 roll up door compartments.  
Front – approx. 44” wide x 66” high x 26” deep  
Center – approx. 66” wide x 32” high x 26” deep  
Rear – approx. 48” wide x 66” high x 26” deep
- Body compartments, right side – 3 roll up door compartments.  
Front – approx. 44” wide x 66” high x depth allowed by ladder storage.  
Center – approx. 66” wide x 33” high x depth allowed by ladder storage.  
Rear – approx. 48” wide x 66” high x depth allowed by ladder storage.
- All body compartment roll up doors will be Amdor anodized aluminum finish, NOT painted.
- Body compartments, rear – vertical hinged double door compartment above tailboard, approx. 40” wide x 34” high x 26” deep.
- Interior compartment color – standard per manufacturer.
- Top of compartments and front facing compartment walls covered with aluminum treadplate.
- Louvers in compartment walls for ventilation.
- Compartment shelves – each of the seven (7) body compartments will have tracks to support adjustable shelves. There will be a total of seven (7) shelves. Each shelf will have approx. 2-inch high sides with a rating of approx. 500-pounds. Aluminum, standard finish. One (1) shelf to fit each compartment.
- Tool cabinet – One (1) each slide out toolbox drawer assembly in driver side forward compartment. C-TECH or equivalent. Cabinet will have five (5) drawers. Each drawer approx. 4-inches high x 21-inches deep with a capacity of approximately 250 pounds. Mounted on compartment floor, location to be determined during design review with selected manufacturer.
- Slide out, tilt down tray – one (1) each, this tray will be able to slide out approx. Two—thirds (2/3) of its length and tilt approximately thirty (30) degrees down. Capacity approximately 215 pounds in extended position. Aluminum, standard finish. Vertical position of the tray will be adjustable in the compartment. Ball bearing rollers for smooth operation. Location to be determined during design review with selected manufacturer.
- Slide out, floor mounted tray – 2 each, located in Passenger side rear and rear compartments. Each tray shall have approx. 2” high sides with a rating of approx.

500lbs in extended position. Locks in extended and retracted positions. Aluminum, standard finish. Ball bearing rollers for smooth operation.

- Slide out tool board – 3 each, aluminum pegboard design with tube frame. Mounted on under mount bearing slides rated at approx. 250lbs. Slides mounted on adjustable tracks side to side within compartment. Locks in extended and retracted positions. Standard finish. Location to be determined at a later date.
- Horizontal partition - 1 each, bolted or welded in place above tool cabinet in driver side forward compartment. Position to be determined at a later date.
- Vertical compartment partition – 3 each, aluminum, full height of compartment. Locations to be determined at a later date.
- Rub rail – bottom edge of side and rear body compartments trimmed with aluminum rub rail.
- Fender crowns – stainless, installed at all wheel openings.
- Running boards – aluminum treadplate.
- Tailboard – aluminum treadplate approx. 16”- 18” deep, full width of body with 45 degree angled corners.
- Tow bar – installed under tailboard at center of truck.
- Hose bed – as low as practical and approx. 68” wide. Bed shall hold 2 each 200’ preconnected 1.75” DJ, 200’ of 2.5” DJ, 1200’ of 5” LDH and 500’ of 2.5” DJ. Floor of bed aluminum grate for ventilation. Upper inside area of beavertail covered with brushed stainless. 4 adjustable aluminum dividers for separating hose. Black vinyl hose bed cover.
- Air bottle storage – 2 each air bottle compartments with stainless doors to hold 3 air bottles each, up to 7.25” dia. x 26” deep. 1 located on passenger side forward of rear wheels and 1 on passenger side aft of rear wheels, one of which needs to be deep enough to hold 3 fire extinguishers instead of air bottles. 1 each single air bottle compartment with stainless door on driver side aft of rear wheels. Each compartment will have a strap to secure bottles.
- Ladder storage – ladders will be stored vertical between the water tank and passenger side compartments. Storage area shall be sheet metal enclosed as practical. Each ladder stored in trough with nylon slides. Access through smooth aluminum door.
- Pike pole storage – aluminum tubing to store 2 pike poles within ladder storage compartment.
- Ladders – 1 each, 24’ two section aluminum Duo Safety series 900-A extension ladder, 1 each, 14’ aluminum Duo Safety series 775-A roof ladder and 1 each, 10’ aluminum Duo Safety series 585-A folding ladder.
- Rear folding steps – bright, non-skid folding steps at rear. Each step with LED light.

#### 1.7. **PUMP/TANK/PLUMBING/EQUIPMENT:**

- Water tank – 750 gallon capacity, plastic, manufactured by United Plastic Fabricating Inc. Tank shall have the forward section higher than the section below the hose bed to keep the hose bed low.

- Fire pump – mid ship, Hale Q-Max 200, 2000 GPM single stage centrifugal.
- Pump transmission – manufactured and tested at pump manufacturer. Able to withstand 16,000 foot/lbs. of torque from the engine in both “road” and “pump” operations. Designed with ample lubrication reserve to maintain proper lubrication and temperature.
- Aux. cooling system - supplementary heat exchange cooling system to cool engine.
- Governor – Pump Boss pressure governor.
- Primer – air primer, Trident Emergency Products.
- Main pump inlets – 6-inch pump manifold inlet on each side of unit. Cast zinc screens to reduce corrosion. Inlet caps chrome, long handle.
- Valves – Akron ball valves.
- Left inlet – One (1) auxiliary inlet with 2.5-inch valve at left side of pump panel, ending with 2.5-inch (F) National Standard hose thread adapter. Inlet shall have a strainer, swivel and plug.
- Right inlet – One (1) auxiliary inlet with 2.5-inch valve at right side of pump panel, ending with 2.5-inch (F) National Standard hose thread adapter. Inlet shall have a strainer, swivel and plug.
- Inlet control – quarter turn ball valve with control at top mount control panel, two (2) inlets.
- Inlet bleeder valve - .75-inch bleeder valve for each side gated inlet.
- Tank to pump – tank shall be connected to pump intake trough H-D pipe and ¼ turn 3-inch valve with control at operator’s panel.
- Tank refill – 1.5-inch tank refill and pump recirculation line with ¼ turn ball valve controlled from operators panel.
- Left discharge – two (2) discharge outlets with 2.5-inch valve on left side of unit, ending with 2.5-inch (M) National Standard hose thread adapter.
- Right discharge – One (1) discharge outlet with 2.5-inch valve on right side of unit, ending with 2.5-inch (M) National Standard hose thread adapter.
- Large discharge – 4-inch discharge outlet with a 4-inch valve on right side of unit, ending with 4-inch (M) National Standard hose thread adapter. Actuated with hand wheel control at operators panel.
- Front discharge – One (1) each 2.5-inch discharge outlet piped to the front of the unit and located on top right or left side of front bumper, ending with 2.5-inch NST with 90 degree stainless swivel.
- Hose bed discharge – Three (3) discharge outlets piped to front of hose bed with proper clearance for spanner wrenches or adapters. Plumbing – One (1) each 2.5-inch piping and 2.5-inch ball valve with control from operators panel on passenger side of hose bed. Other two (2) outlets, 2-inch piping with 2-inch ball valves with control from operators panel. One (1) outlet on driver side and one (1) on passenger side of hose bed.
- Discharge caps – chrome, rocker lug caps with chains for all side discharge outlets.

- Outlet bleeder valve – a .75-inch bleeder valve provided for each outlet 1.5-inch or larger.
- Left side outlet elbows – the 2.5-inch discharge outlets on left side of pump panel shall have a 2.5-inch (F) National Standard hose thread x 2.5-inch (M) National Standard hose thread chrome 45 degree. elbow.
- Right side outlet elbows – the 2.5-inch discharge outlets on the right side of pump panel shall have a 2.5-inch (F) National Standard hose thread x 2.5-inch (M) National Standard hose thread chrome 45 degree elbow.
- Large dia. outlet elbows – the 4-inch outlets shall have 4-inch (F) National Standard hose thread x 5-inch STORZ elbow adapter with STORZ cap.
- Discharge outlet controls – the discharge outlets shall have a quarter turn ball valve with the control at the pump panel. If a hand wheel is used, it shall be a minimum 3.9” stainless with dial position indicator in center of wheel.
- Deluge riser – a 3-inch deluge riser shall be installed above the pump in a way that a monitor can be mounted and used effectively.
- Top mount pump controls – all controls and gauges are properly marked and located above the pump to the rear of the walkway. Operator will face the rear of the truck during operation.
- Walkway – a walkway to provide access to control panel, aluminum treadplate. Tool compartments on each side of walkway, treadplate door and LED light.
- Pump/gauge panel – pump panel configured to provide user friendly operation. Vacuum and pressure gauges manufactured by Class 1, liquid filled. Panel hinged with quarter turn fasteners. Illumination LED.

#### 1.8. LIGHTING/ELECTRICAL:

- All lighting, 12 volt.
- Electronic load management.
- Vehicle data recorder.
- Seatbelt monitoring system.
- Battery charger – standard per manufacturer.
- Kussmaul auto eject.
- 120 volt receptacle – 1 each, 15/20 amp, duplex receptacle, stainless wall plate, installed inside EMS compartment, driver side. Powered by shoreline.
- Four (4) each spare 15 amp circuits feeding power point plugs in each of the four (4) EMS compartments.
- One (1) spare 20 amp circuit feeding covered 10 place buss bar behind officer seat.
- Two (2) spare 15 amp circuits feeding power point plugs at officer side dash area.
- One (1) spare 20 amp circuit feeding covered 10 place buss bar between driver seat and rear facing EMS compartment.
- Spare circuits in primary distribution center for 2 way radio equipment.



- Standard radio antenna mount, right side on cab roof with coax routed to instrument panel area.
- DOT lighting – LED, standard per manufacturer.
- Backup alarm and camera.
- Cab dome lights – LED, standard.
- Engine compartment lights – LED, activated when cab raised.
- Body compartment lights – each of the seven (7) compartments will have LED strip lights, activated when doors opened.
- Cab perimeter scene lights – Four (4) each, Truck Lite 6060C, LED, activated by door open switch.
- Pump house perimeter lights – Four (4) each, Truck Lite 6060C, LED, driver activated switch.
- Pump compartment light – One (1) each, Whelen model 3SC0CDCR, 3” white LED, switch access through door on pump panel.
- Body perimeter scene lights – Two (2) each, Truck Lite 6060C, LED, driver activated switch.
- Step lights – Four (4) each, LED, front compartment face and tailboard, comes on with pump panel lights.
- One (1) each, Whelen PFS2P, passenger side, center of body, driver activated switch.
- One (1) each, Whelen PFS2P, driver side, center of body, driver activated switch.
- One (1) each, Whelen PFS2P, passenger side, rear of body, up high, driver activated switch.
- One (1) each, Whelen PFS1/PB103 housing, driver side, upper rear corner of cab, driver activated switch.
- One (1) each, Whelen PFS1/PB103 housing, passenger side, upper rear corner of cab, driver activated switch.
- One (1) each, Whelen PFS2, front visor center, driver activated switch.
- Two (2) each, rear scene lights, Whelen PELCC, rear of apparatus, high as possible, driver activated switch.
- Top of body light/walking surface, FRP, 4-inch round flood, comes on with step lights.
- Hose bed lights – LED strip lights mounted along upper edge of left and right side of hose bed.

**1.9. WARNING LIGHTING/EQUIPMENT:**

- All lighting, 12 volts.
- Air horns – Two (2) air horns recessed in front bumper, one at each outboard side.
- Electronic siren – Whelen model 295SLSA1.
- Speaker – Whelen model SA315P.
- Aux. mechanical siren – Federal Q2B.

- Bell – 12-inch chrome plated bronze cast bell mounted on pass. side front bumper extension, pull rope to inside cab.
- Front zone upper – One (1) each 72-inch Whelen Freedom IV LED lightbar with Opticom emitter, clear lens.
  - Driver and passenger side end – Red
  - Driver and passenger side front corner – Red
  - Driver and passenger side first front – White
  - Driver and passenger side second front – Red
  - Driver and passenger side third front – Red
  - Driver and passenger side fourth front – Red
  - Driver and passenger side fifth front – open
  - Driver and passenger side sixth front – open
- Front zone lower – Two (2) each red Whelen model M6\*C flashing lights on cab face above headlights.
- Roto Ray 4000W rotating warning light on front of cab through top section of grill. 1<sup>st</sup> light – PAR46 red LED, 2<sup>nd</sup> light PAR46 white LED, 3<sup>rd</sup> light PAR46 red LED, all clear lenses.
- Headlight flasher.
- Side zone lower – 6 each red Whelen model M6\*C flashing lights.
  - One (1) each side of bumper extension.
  - One (1) each side of cab, aft of crew cab doors.
  - One (1) each side, above rear wheels.
- Rear zone lower – Two (2) each red Whelen model M6\*C flashing lights at rear of unit.
- Rear/side zone upper – 2 each red Whelen model L31H\*FN beacons at rear of unit, one each side, on top of compartments.

1.10. **PAINT:**

- Chassis assembly – black.
- Cab – two tone, upper section white, lower section red. Specific color to be determined at a later date.
- Wheels – red.
- Compartment interior paint – standard.
- Reflective stripes – 3 reflective stripes across the front and along the sides of the body. 1” gold at top, 1” space, 6” white, 1” space and 1” gold at bottom.
- Rear chevron – red and fluorescent yellow green diamond grade. Each stripe 6” wide.
- Cab door reflective stripe – white reflective stripe inside of each door approx. 1 inch up from bottom of door panel. Stripe approx. 6” wide.
- Lettering – reflective lettering 10” high.
- Emblem – 2 each reflective emblems approx. 16” x 18”.

1.11. **GENERAL:**

- 2 each, vehicle specific parts, wiring diagrams, service and operators manuals.
- Drawing of proposed apparatus provided for approval before construction begins.
- Specify all warranties, certifications and performance tests.
- The apparatus shall meet the requirements/standards of the National Fire Protection Association (NFPA) 1901 latest edition in all respects for use as a pumper fire apparatus.
- The unit shall comply with all Federal, State, ICC and DOT regulations, standards and laws relating to commercial vehicles as well as fire apparatus.
- The apparatus cab, body and chassis are to be manufactured by one builder or separate divisions of one manufacturer. The manufacturing facility and factory authorized service/parts center must be located in the State of Florida.
- All major components must be built and assembled in the CONUS.
- No prototype apparatus will be accepted.

[END OF SECTION]

**SECTION 3 – SUBMITTAL FORMAT & EVALUATION**

**ES-1. EVALUATION CRITERIA AND WEIGHTING**

<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
<b>Section A - Specifications</b> Compliance with minimum requirements provided.	20 weight
<b>Section B - Service and Support &amp; Warranty</b> Location of service center(s) and longevity. Warranty coverages on overall apparatus and components.	20 weight
<b>Section C - Delivery Schedule</b> The design, build and delivery schedule of the equipment.	15 weight
<b>Section D - Price/Cost</b> Respondent's base cost proposal.	30 weight
<b>Section E - Experience and References</b> Verification of reference builds provided and performance of apparatus delivered.	10 weight
<b>Completeness of Proposal</b> Providing requested and necessary information to properly evaluate the respondent's proposal.	5 weight
<b>Total Weight Score Possible</b>	100 weight
<b>BASE POINTS AVAILABLE (Ranking 0-10 multiplied by weight)</b>	1000 Base Points

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## ES-2. PROPOSAL FORMAT

### **PROPOSAL DOCUMENT FORMAT**

**Title Page.** The Title page shall provide the request for proposals' subject, the company's name, the name address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.

**Letter of Transmittal.** This letter will summarize in a *brief and concise* manner the following:

- Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
- The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- The Letter of Transmittal must be signed by an authorized agent of the company and indicate the agent's title or authority.

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### **SECTION A - SPECIFICATIONS**

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A transmittal letter affirming the proposed equipment MEETS the minimum requirements detailed in Section 2 of the Solicitation.

Respondent should also note any requirements not met and provide information as to why it was not, if it was met through alternative means or why it cannot be met.

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### **SECTION B – SERVICE and SUPPORT / WARRANTY**

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Provide information on location of the service center(s) that will be used to service the apparatus following delivery to the City.

- Should the apparatus need service or repairs, where will that be done?
- Detail the City's options for delivery the apparatus.
- Does City staff have to deliver?
- Does Respondent have an option where they would pick-up the equipment?
- How long has the service center been in existence?
- What is the size and number of staff?

City requests the respondent to provide information that demonstrates your companies experience, expertise and quality of service and support of the equipment after the sale.

**Schedule B – Warranty Information** – Include the provided Schedule B or something very similar that provides a matrix of the warranty coverage of the apparatus and the covered components.

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### **SECTION C – BUILD and DELIVERY SCHEDULE**

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In this Section use the provided Schedule ‘C’, or something similar, to provide detail on the estimated build and delivery schedule.

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### **SECTION D - PRICING**

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In this Section include your pricing proposal for the apparatus.

Also list all options not requested by the City but available. Include pricing for each optional item.

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### **SECTION E - REFERENCES**

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Complete and include the provided Schedule ‘E’ providing up to 6 references for similar apparatus constructed, delivered AND in service. Reference equipment must have been in service for no less than 1 year. Equipment references not in service for at least 1 year will not be considered and may reflect negatively during scoring of proposals.

#### **ES-3. EVALUATION PROCESS**

##### **a. Procurement Review**

- i. The Designated Procurement Representative will accomplish pre-evaluation tasks to verify compliance with the basic solicitation requirements. This verification will include, but is not limited to the review of all stated RFP requirements and supporting documentation in accordance with the stated response format; and Reference Surveys.
- ii. Purchasing will provide responsive and responsible solicitation packages to the Technical Evaluation Panel (TEP) which shall consist of at least 3 members, but not more than 5 members for their review and consideration.

#### **ES-4. RANKING METHODOLOGY**

The TEP members will score responses independently through raw scores which will be converted to ordinal scores by the Purchasing Division.

##### **a. Raw Scores:**

- i. TEP members will score each respondent 0 through 10 (10 being the highest score) on each criteria. The members score for each evaluation criteria will be multiplied by the criteria weight resulting in a raw score points. The total raw score points obtainable is specified in the Evaluation Criteria table. Identified Potential Bonus Points will be added to the total raw points for all weighted

criteria. Each total raw point scored will be converted to an ordinal score or ranking.

- ii. Ordinal Scores are determined as the order of preference based on the individual TEP member's raw scores point totals.
  - iii. The highest raw score will receive an ordinal score of 1; the 2<sup>nd</sup> highest raw score will receive an ordinal score of 2, and so on.
  - iv. The individual ordinal score for each TEP member for each respondent will be added together for a total ordinal score.
  - v. The lowest total ordinal score for all TEP evaluations will be ranked as #1, second lowest ranked as #2 and so on.
- b. **The TEP will meet to discuss the responses, scoring, ranking, and any other issues related to the project. TEP members have an option to either:**
- i. Adjust their scoring based on the TEP's discussion;
  - ii. Re-rank respondents based on the TEP's discussion; or
  - iii. Determine a ranking by the consensus of the TEP.
  - iv. Discussion may or may not be conducted with Respondent's for clarification purposes.
  - v. The TEP may prepare a "shortlist" of highest ranked Respondent's depending on the number of Respondents and analysis of the final scoring.
- c. The City reserves the right to change the scoring methodology from ordinal to total points or average of evaluator scores methods.

#### ES-5. FINAL RANKING

The Final Ranking as determined by the Evaluation Committee will be presented to the Leesburg City Commission for approval. Upon approval of the Final Ranking the City and its stakeholders will begin working with the Vendor to finalize the management system.

**It is the responsibility of each Respondent to ensure their proposal includes sufficient information to address the qualifications requested/required and each of the Evaluation Criteria listed.**

[END OF SECTION]

## SECTION 4 - GENERAL TERMS AND CONDITIONS (RFP or RFQ)

### GT-1. DEFINITIONS

- 1.1. **Addendum:** A written change to a Solicitation.
- 1.2. **Contract:** The Agreement to perform the services set forth in this solicitation.
  - 1.2.1. **Performance of Services** – The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the Agreement.
- 1.3. **City:** Shall refer to City of Leesburg, Florida.
- 1.4. **Firm:** A general reference to any entity responding to this solicitation or performing under any resulting Agreement, also includes vendor, contractor, respondent, offeror, etc.
- 1.5. **Interested Party:** The terms professional, contractor, vendor, firm, company, offeror, respondent, consultant, etc. . . may be used interchangeably in this document. Each reference when used refers to any entity that is participating or is interested in participating in this solicitation.
- 1.6. **In Writing** – By means that are not ‘verbally’ spoken. Acceptable methods of submitting something in writing is through e-mail or through the electronic bid system, *Vendor Registry*, currently used by the City.
- 1.7. **Modification:** A written change to the terms of a contract.
- 1.8. **Official Purchasing Time:** The Official Purchasing Time shall be that time reflected on the digital clock located in the Purchasing Office and labeled ‘Official Purchasing Time’. This clock shall be used for all time deadlines related to City purchasing solicitations.
- 1.9. **Offer, Submittal, Proposal or Response:** Shall refer to any response submitted in regard to this Solicitation that if accepted would bind the Respondent to perform the resultant Contract.
- 1.10. **Responsible:** Refers to a Respondent that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 1.11. **Respondent:** Shall refer to anyone submitting a response to a Request for Proposal (RFP) or Request for Qualifications (RFQ).
- 1.12. **Responsive:** Refers to a Respondent that has provided the requested information in the specified format and has taken no material exception to the terms, conditions, and specifications set forth in an RFP or RFQ. Their submittal conforms to the instructions and format specified in the solicitation document.
- 1.13. **Solicitation:** The written document requesting proposals, responses, statements of qualifications or submittals from interested parties. The solicitation document generally details the scope of work, specification, terms and conditions, and solicitation requirements.

The City has established for purposes of this solicitation that the words “shall”, “must”, or “will” are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with the mandatory requirements of the Solicitation. The words “should” or “may” are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature.

### GT-2. INSTRUCTIONS TO RESPONDENTS

- 2.1. **Addenda** – The Purchasing Division may issue an addendum in response to any inquiry received, prior to the time designated for receipt of the solicitation response, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Respondent should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Respondent responsibility to ensure receipt of all addenda and any accompanying documentation. The Respondent is required to submit with its offer a signed “Acknowledgement of Addenda” when any addenda have been issued. Failure to acknowledge each addendum may prevent the offer from being considered for award.
- 2.2. **Respondent Eligibility** – It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Eligibility requirements for contract award are:
  - 2.2.1. Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;



- 2.2.2. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
  - 2.2.3. Be able to comply with the required or proposed delivery or performance schedule;
  - 2.2.4. Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
  - 2.2.5. Have a satisfactory record of integrity and business ethics; and
  - 2.2.6. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 2.3. **Contents of Solicitation and Respondents' Responsibilities** – It is the responsibility of the respondent to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Respondent will not be accepted as a basis for varying the requirements of the City of the amount to be paid to the vendor.
- 2.4. **Request for Additional Information** - Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation **no later than seven (7) days prior to the bid opening date.** *Oral answers will not be authoritative.*
- 2.5. **Requests/Questions** – Interested firms are encouraged to submit their questions electronically through *Vendor Registry*. If this is not possible questions may be submitted via e-mail at [purch@leesburgflorida.gov](mailto:purch@leesburgflorida.gov). You must reference the solicitation number in the subject line. All requests for information or questions should be clearly marked and must be received no later than the time and date indicated on the summary sheet.
- 2.6. **Restricted Discussions** – From the date of issuance of this solicitation until final City action (contract execution), vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- 2.7. **Questions Regarding Specifications or Submittal Process** - To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the date of issuance of this solicitation until final City action.
- 2.7.1. All questions relative to interpretation of specifications, scope of services or the qualifications submittal process shall be addressed **in writing** as indicated below, in ample time before the period set for the receipt and opening of the proposals. No inquiries, if received after the deadline for questions will be given any consideration. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the solicitation which, if issued, will be made available to all prospective Respondents no later than five (5) days before the date and time set for receipt of the Responses.
  - 2.7.2. It will be the responsibility of the Respondent to contact the Purchasing Division prior to submitting to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the submittal.
- GT-3. **Award** – Award may be made to the source which offers the best value to the City. The City reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.
- GT-4. **Assignment** – The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

- GT-5. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- GT-6. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City's Tax Exemptions in securing such materials.
- GT-7. **Collusion Among Firms** - Where two (2) or more related parties, as defined herein, each submit a response for the same contract, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such submittals. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- GT-8. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Respondents firm or any of its branches.
- GT-9. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work/Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work/Specifications, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.
- GT-10. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.
- GT-11. **Cost of Preparing Proposal** - All costs incurred by the Respondent for proposal preparation and participation in this competitive procurement process shall be the sole responsibility of the Respondent. The City of Leesburg will not reimburse any Respondent for any such costs.
- GT-12. **Copeland "Anti-Kickback" Act** - The Consultant must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.
- GT-13. **Disputes** - In case of any doubt or differences of opinion as to the services or items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.
- GT-14. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract(s).
- GT-15. **Interpretation of Contract Documents** - Each Respondent shall thoroughly examine all other documents comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Respondent should be of the opinion that the meaning of any part of

the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Division by email to: purch@leesburgflorida.gov, at least seven (7) days before the date of the formal opening of Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Respondent s.

15.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Respondent who has submitted Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Respondent to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Respondent, should he be awarded the contract, of responsibility of performing the services to the satisfaction of the City of Leesburg.

GT-16.**Liability** - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Solicitation.

GT-17.**Prompt Payment** - It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

GT-18.**Protests** – Protests must be submitted in writing, electronic mail is acceptable, to the Purchasing Manager at 204 N. 5<sup>th</sup> Street, Leesburg, FL 32748 no later than **three (3) business days** following the day the Notice of Recommendation for Award is issued and posted to Vendor Registry. The written protest must specifically state the reason for the protest and exactly what is being protested. The written protest should also state the desired action to be taken by the City. Protests received after the deadline will not be considered. The Purchasing Manager will issue a written response to protests no later than **seven (7) business days** from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.

GT-19.**Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid Response on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid Responses on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

GT-20.**Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses submitted.

GT-21.**Qualifications of Respondents** - The City of Leesburg reserves the right before awarding the contract, to require the respondent to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

21.1. The respondent is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Consultant will in no way relieve him of responsibility.

21.2. Any respondent may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.

- 21.3. Respondents must possess any and all required licenses to perform and complete the work necessary in this project. The respondent must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.
- GT-22. **Registration** – Any vendor receiving an award or purchase from this solicitation is required to register with the City's on-line bid/vendor management system. That on-line system is Vendor Registry ([www.vendorregistry.com](http://www.vendorregistry.com)). There is no cost to register. Following issuance of the Notice of Recommendation for Award (NORA), the recommended vendor will be provided instructions on how to register with Vendor Registry. Registration must be completed prior to any work or purchases be made under the Contract.
- GT-23. **Responsibility of Respondent to Inform Himself as to All Conditions Relating To Project** - The respondent, by and through the submission of his response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.
- GT-24. **Responsiveness** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected. An effective bid/proposal will be formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The bid/proposal must demonstrate to the City that the respondent is highly qualified with regard to each requirement in the solicitation.
- GT-25. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see the solicitation Definitions).
- 25.1. The City of Leesburg does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Respondent having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract; the contract will be awarded for that Respondent. If such lowest Cost exceeds such amount, the City may reject all Responses or may award the contract on the lowest Cost Response less such deductible alternates or schedules of work which are listed in the Cost Proposal Forms, as produces a net amount which is within the available funds.
- GT-26. **Rules, Regulations and Licenses** – The awarded vendor shall comply with all federal, state, county, and local laws ordinances, rules and regulations applicable to the provision of the goods and/or services specified in this solicitation. Lack of knowledge by the vendor will in no way be relief from responsibility.
- GT-27. **Signature of Respondent** - The Respondent vendor shall sign the proposal response form (Proposers Certification) in the space provided for the signature. If the vendor is an individual, the words, "Doing Business As (business name)", or "Sole Owner" shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the words, "Member of Firm", should be written beneath such signature. If the vendor is a corporation, the title of the office signing the Response in behalf of the corporation shall be stated and evidence of his authority to sign the Response shall be submitted. The vendor shall state in the Response the name and address of each person interested herein.
- GT-28. **State Registration Requirements** – Any corporation submitting a proposal in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).

GT-29. **Subcontracting** – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without prior written consent of the City. The ability to subcontract may be further limited by the ability to subcontract may be further limited by the Special Terms and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

GT-30. **Time Allowed** – Professional will provide services in an expeditious manner which meets the mutually agreed upon schedule.

GT-31. **Wage Rates/Equal Employment Opportunity** - Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

GT-32. **Withdrawal of Proposal** - Any response to this Solicitation may be withdrawn **prior** to the due date and time specified in the solicitation document and as revised by any addenda. Parties wishing to withdraw their response may do so by stating such in writing and making arrangements to have said response picked-up from the Purchasing Division. The written request must state to whom the City is authorized to release the response. The City will not make arrangements to return a response either by United States Postal Service or 3<sup>rd</sup> party courier. Retrieval of the response is the responsibility of the responding party.

[END OF SECTION]

## SCHEDULE 'B'

### WARRANTY INFORMATION

The respondent shall complete this Schedule by responding to each component of the supplied Apparatus as applicable. Warranted components not identified shall be listed by the respondent in the additional spaces provided.

Respondents shall clearly describe the nature and extent of warranties being provided as part of this proposal, including limitations and any exclusions that may apply. Optional warranty coverage shall be identified if available. Cost of optional warranties is not requested and will be sought if optional coverages is elected.

<b>Component</b>	<b>Basic Warranty</b>	<b>Limitations/Exclusions</b>	<b>Optional Coverage</b>
Chassis			
Power Train			
Engine			
Transmission			
Major Pump			
Piping			
Apparatus Body			
Paint			
Line Voltage System			
Power Take - Off			

Respondents should include any additional warranty information or literature with this schedule if desired.

## SCHEDULE 'C'

### ESTIMATED BUILD AND DELIVERY SCHEDULE

ITEM / TASK	ESTIMATED TIME After Contract Award In Weeks
Contract Award	0 Week
Preconstruction conference	
Confirmation of Chassis Specification	
Ordering of Chassis	
Receipt of major components	
Receipt of chassis	
Start of body construction	
Apparatus assembly	
Performance Testing	
Pre-delivery inspection and test	
Deliver to City	
Factory training	
<b>Total Elapsed Weeks</b>	

This schedule must be included in your proposal. The City will allow respondents to include their own detailed schedule IN ADDITION to this schedule.

**SCHEDULE 'E'**

**STATEMENT OF EXPERIENCE - "SIMILAR" BUILDS**

Use this form to list up to 6 of your most recent fire apparatus sales. The City prefers you list apparatus similar to the one you are proposing.

<b>Apparatus Buyer Name:</b>			
<b>Type of apparatus supplied:</b>			
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>	
<b>Briefly Explain Any Variance:</b>			
<b>Order Date:</b>		<b>Date Delivered:</b>	
<b>Contact Person:</b>		<b>Contact Phone #:</b>	
<b>Contact e-mail:</b>			
<b>Apparatus Buyer Name:</b>			
<b>Type of apparatus supplied:</b>			
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>	
<b>Briefly Explain Any Variance:</b>			
<b>Order Date:</b>		<b>Date Delivered:</b>	
<b>Contact Person:</b>		<b>Contact Phone #:</b>	
<b>Contact e-mail:</b>			
<b>Apparatus Buyer Name:</b>			
<b>Type of apparatus supplied:</b>			
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>	
<b>Briefly Explain Any Variance:</b>			
<b>Order Date:</b>		<b>Date Delivered:</b>	
<b>Contact Person:</b>		<b>Contact Phone #:</b>	
<b>Contact e-mail:</b>			



**STATEMENT OF EXPERIENCE - "SIMILAR" BUILDS**

(Continued)

<b>Apparatus Buyer Name:</b>			
<b>Type of apparatus supplied:</b>			
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>	
<b>Briefly Explain Any Variance:</b>			
<b>Order Date:</b>		<b>Date Delivered:</b>	
<b>Contact Person:</b>		<b>Contact Phone #:</b>	
<b>Contact e-mail:</b>			
<b>Apparatus Buyer Name:</b>			
<b>Type of apparatus supplied:</b>			
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>	
<b>Briefly Explain Any Variance:</b>			
<b>Order Date:</b>		<b>Date Delivered:</b>	
<b>Contact Person:</b>		<b>Contact Phone #:</b>	
<b>Contact e-mail:</b>			
<b>Apparatus Buyer Name:</b>			
<b>Type of apparatus supplied:</b>			
<b>Contract Amounts:</b>	<b>Original \$</b>	<b>At Completion \$</b>	
<b>Briefly Explain Any Variance:</b>			
<b>Order Date:</b>		<b>Date Delivered:</b>	
<b>Contact Person:</b>		<b>Contact Phone #:</b>	
<b>Contact e-mail:</b>			