



Fairbanks North Star Borough
General Services

809 Pioneer Road
PO Box 71267 • Fairbanks, Alaska 99707-1267
(907) 459-1297 • FAX 459-1100

RFP Number: 13013
October 12, 2012

***Fire Apparatus
Custom Quintuple Combination Pumper-Aerial (Quint)***

Submittal Date and Time:
November 13, 2012 @ 5:00 p.m.

Pre-Proposal Tele-Conference Date/Time:
Dial 1-877-459-1121
October 24, 2012 @ 10:00 a.m. (Alaska Prevailing Time)
Location: Chizmar Conference Room
Borough Administrative Center
809 Pioneer Road, Fairbanks, Alaska 99701

Substitution Request Deadline:
October 25, 2012 @ 5:00 p.m.

For questions about this RFP, contact:
Marnie Long-Boehl
FNSB Procurement Specialist
(907) 459-1297
Fax: (907) 459-1100
purchasing@fnsb.us
www.fnsb.us/bidsonline

TABLE OF CONTENTS

Section One	Introduction and Instructions
Section Two	Standard Proposal Information
Section Three.....	Standard Contract Information
Section Four	State of Alaska DCCED Required Contract Clauses
Section Five	Scope of Work
Section Six.....	Proposal Format and Content
Section Seven.....	Evaluation Criteria and Contractor Selection
Section Eight	Attachments

SECTION ONE INTRODUCTION AND INSTRUCTIONS

Return Mailing Address

Offerors must submit **one (1) original and four (4) copies** of their technical proposal, and one original of the price or cost proposal in a separate envelope, to the Fairbanks North Star Borough (FNSB) Purchasing Division. The envelopes must be addressed as follows:

FNSB Department of General Services
Purchasing Division
Attention: Marnie Long-Boehl, Procurement Specialist

In bottom left hand corner, indicate:

RFP Number: **13013**

Project Name: **Fire Apparatus: Custom Quintuple Combination Pumper-Aerial (Quint)**

For US Mail, send to:

PO Box 71267

Fairbanks, AK 99707

For courier service, send to:

809 Pioneer Road, Second Floor

Fairbanks, AK 99701

Deadline for Receipt of Proposals

Proposals must be received no later than **5:00 P.M., Alaska Prevailing Time on October 25, 2012**. Proposals sent via electronical means (fax, email, etc.) will be considered non-responsive and eliminated from consideration.

Contact Person

The point of contact for this RFP is:

Marnie Long-Boehl

FNSB Procurement Specialist

Phone: # 907-459-1297

Fax # 907-459-1100

purchasing@co.fairbanks.ak.us

Pre-proposal Conference

A pre-proposal conference will be held at **10:00 A.M., Alaska Prevailing Time, on October 24, 2012** in the Chizmar conference room on the 1st floor of the Borough Administrative Center in Fairbanks, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. **Persons participating by telephone should dial 1-877-459-1121 five minutes prior to the meeting start.**

If a pre-proposal conference is MANDATORY, it will be stated on the cover sheet of the RFP. Proposers who fail to attend the mandatory pre-proposal conference may be declared non-responsive and eliminated from further consideration.

Purpose of the Request for Proposal (RFP)

The Fairbanks North Star Borough is soliciting proposals for one Custom Quintuple Combination Pumper-Aerial (Quint) for the University Fire Service Area.

Budget

The Fairbanks North Star Borough estimates a budget of \$830,000 dollars for completion of this project. Proposals priced at more than \$830,000 may be declared non-responsive and eliminated from consideration.

Location of Work

The location(s) of the work is to be performed, completed and managed at the vendor's site.

The FNSB shall not provide workspace for the contractor.

Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable material shall be made in writing and received by the FNSB Purchasing Division at least five (5) days before the proposal closing date and time. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offerors' proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Purchasing Division, in writing, at least five (5) days before the date and time set for the RFP closing.

Address all questions, objections, or comments to: FNSB Procurement Specialist, Marnie Long-Boehl, Contact information is shown above.

The Fairbanks North Star Borough assumes no responsibility for any interpretation or representations made by any of its officers, agents, or employees unless interpretations or representations are incorporated in a written amendment to the RFP.

Amendments

If an amendment is issued it will be provided to all who were mailed a copy of the RFP or who picked up a copy at the FNSB Purchasing Division. It will also be available for review at the FNSB Purchasing Division office.

Alternate Proposals

Offerors may only submit one proposal for evaluation.

Alternate proposals shall not be considered unless specifically requested in the RFP document.

Right of Rejection

Offerors must comply with all of the terms of the RFP, FNSB Code of Ordinances Title 16, and all applicable local, state, and federal laws, codes, and regulations. The FNSB Purchasing Division shall reject any

proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors shall not restrict the rights of the FNSB or qualify their proposal. If an offeror does so, the FNSB Purchasing Division shall declare the proposal non-responsive and eliminate it from further consideration.

The FNSB Purchasing Division has the authority and discretion to waive irregularities on any and all proposals if in their judgment such waiver would be in the best interest of the Borough and would not negatively impact the integrity of the procurement process or provide an unfair competitive advantage.

The FNSB reserves the right to refrain from making an award if it determines that to be in its best interest.

Withdrawal, Modification or Correction

After depositing a proposal, an offeror may withdraw, modify or correct their proposal, providing the FNSB Purchasing Division receives the request for such withdrawal, modification, or correction before the time set for the submittal deadline. The original proposal, as modified by such written communication shall be considered as the proposal. No offeror shall be permitted to withdraw their proposal after the time set for submittal deadline.

Late Proposals

Late proposals are proposals received after the time and date set for submittal deadline. Proposals shall be received during the period and at the place stated in this RFP. It is the sole responsibility of the offeror to see that their proposal is submitted prior to the scheduled due date and time for RFP submittals. Any proposal received after the scheduled due date and time will not be considered, but will be held unopened in the file, unless other disposition is requested or agreed to by the offeror. Other disposition will not occur until after award.

FNSB Not Responsible for Preparation Costs

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

Disclosure of Proposal Contents

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

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

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror shall identify in their proposal the names of the subcontractors and the portions of the work the subcontractors shall perform.

If a proposal with subcontractors is selected, the offeror shall provide the following information concerning each prospective subcontractor within five (5) working days from the date of the FNSB's request.

Subcontractor's:

- a) complete name,
- b) complete address,
- c) scope of work,
- d) percentage of work to be provided.

An offeror's failure to provide this information within the required timeframe, may cause the FNSB Purchasing Division to consider their proposal non-responsive and eliminate it from further consideration.

The substitution of any subcontractor(s) may be made only with prior written approval from the FNSB project manager.

Joint Ventures

Joint ventures will not be allowed.

Offeror's Certification

By signature on their proposal, offerors certify compliance with:

- a) FNSB Code of Ordinances Title 16,
- b) the applicable portion of the Federal Civil Rights Act of 1964,
- c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- d) the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government,
- e) all terms and conditions set out in this RFP,
- f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- g) that their offers shall remain open and valid for at least 90 days.

If any offeror fails to comply with (a) through (g) of this paragraph, the FNSB reserves the right to eliminate the proposal from consideration, terminate the contract, or consider the contractor in default.

Gratuities and Kickbacks

The offeror acknowledges and agrees to Section 16.70.030 of the Fairbanks North Star Borough Code which provides as follows:

"It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order."

Lobbying

To insure that the RFP selection process is not distorted or compromised by private lobbying outside the procedures designed to produce the best proposal for the Borough and the public:

- a) No offeror may disclose his proposal to members of the selection committee, nor to members of the Borough Assembly, prior to the issuance of the Notice of Intent to Award.
- b) The Borough shall select those proposals which are responsive and which merit further discussion. Any person whose proposal is selected for further discussion shall confine all contacts with the Borough to those permitted by the formal selection procedures. Any person whose proposal is not selected must not discuss the matter with committee members nor with assembly members, but may file a protest under the Borough Procurement Code, FNSB 16.65.010.

The prohibitions in this section apply whether or not the committee member or assembly member has a personal or financial interest in the outcome of the selection process.

The following provisions apply to violations of this section:

- a) If the violation is discovered prior to award, and the selection process has not been compromised, then the proposal offered by the violator shall be disqualified from further consideration; if the selection process has been compromised such that the Borough must cancel this RFP and issue a new one, then the offeror shall be liable to the Borough for all costs of issuing a new RFP for similar or substantially similar services.
- b) If the violation is discovered after the award, then the contract is voidable at the sole option of the Borough, and the vendor shall be liable to the Borough for: (1) the difference, if any, between the cost of the vendor's services under the existing contract, and the cost of any new vendor's services under a new contract for similar or substantially similar services; in no case shall the Borough be liable to the vendor for any savings under a new contract, and (2) for the reasonable costs of issuing a new RFP for similar or substantially similar services, and (3) for any costs of obtaining such services on an emergency or expedited basis; the violator is liable to other offerors under the same RFP for their costs of proposal preparation. The purpose of this subsection, and only this subsection, is to create enforceable rights in third parties. The provisions of this subsection apply to those persons not submitting proposals, but who would have done so if not for the actions of the violator. Such third parties may assert such claims only after the Borough makes a finding that such a violation has occurred. No other provision of this RFP creates enforceable rights in third parties.

The provisions of this subparagraph relating to sanctions does not limit the power of the Borough, or any third party, to seek other remedies under the Borough Code, the Statutes, or the laws of the United States.

Responsibility to Keep Informed

It is the offerors' responsibility to keep informed. Failure to do so may result in a proposal being declared non-responsive and eliminated from further consideration.

Brand Name or Equal

The use of a "brand name only" specification is for the purpose of describing the sole item that will satisfy the borough's requirements. Proposals offering alternate products shall be declared non-responsive.

The use of a "brand name or equal" specification is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. An item shall be considered to be substantially equivalent, or "equal" to the specified brand in the opinion of the Chief Procurement Officer, the Borough can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

The use of a "brand name or pre-approved equal" specification with a reference to a brand name or model number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature are provided for the product. Offerors shall submit a Substitution Request form for a proposed equal to the Purchasing Division by the Substitution Requested Deadline indicated on the cover sheet this RFP. If the borough approves the proposed equal, an amendment to the proposal will be issued specifically identifying the item as a pre-approved equivalent. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

SECTION TWO

STANDARD PROPOSAL INFORMATION

Proposal Transmittal Form

The Proposal Transmittal Form shall serve as the cover sheet to an offeror's proposal. This form must include an original signature of the individual authorized to bind the offeror to the provisions of the RFP.

Site Inspection

The FNSB may conduct on-site visits to evaluate the offerors' capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal eliminated from further consideration, to provide the FNSB reasonable access to relevant portions of their work sites. Site inspections will be performed by individuals designated by the FNSB Purchasing Division at the FNSB's expense.

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the FNSB's rights under any contract resulting from the RFP, will be considered null and void. The FNSB is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

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

Discussions with Offerors

The FNSB may conduct oral and/or written discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

The FNSB may award a contract on the basis of initial proposals received, without requesting clarification, discussions or a best and final offer. Therefore, each initial proposal shall contain the Offeror's best terms from cost/price and technical standpoints.

Evaluation of Proposals

The evaluation committee, made up of at least three (3) FNSB employees or designees, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in the RFP.

F.O.B. Point

All goods purchased through this contract shall be F.O.B. Final Destination. Unless specifically stated otherwise, the prices offered must include all of the costs associated with delivery, to include, but not be limited to, packaging, insurance, transportation and delivery to the Fairbanks North Star Borough, Department of Transportation, 3175 Peger Road, Fairbanks, Alaska 99709.

Extension of Prices

In the case of error in the extension of prices in the proposal, the unit price shall govern.

Vendor Tax Number

If goods or services procured through this RFP must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the FNSB before payment shall be made.

Converting Offeror's Cost or Price to Points

The maximum score for the Cost or Price Schedule included in this RFP, as provided by the offerors, shall be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores shall be assigned to the other Offerors.

Notice of Intent to Award (NOIA)

After the completion of the evaluation and scoring process, the FNSB Purchasing Division will issue a written Notice of Intent to Award and send copies to all offerors. The NOIA will indicate the name and address of the successful offeror.

Post Award Negotiations

After the Notice of Intent to Award has been issued, the Borough and the successful offeror may conduct good faith negotiations to address non-material aspects of the resulting contract. Should the Borough be unable to negotiate a contract with the successful offeror, negotiations will be formally terminated. The Borough may then initiate negotiations with the second highest ranked offeror. This process will continue until an agreement is reached.

Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the FNSB Chief Procurement Officer. A protest with respect to a request for proposal shall be submitted in writing prior to the closing date, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to the closing date. The protest shall be submitted within five (5) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

The protest must be filed in writing and include the following information: (1) the name, address, and telephone number of the protestor; (2) the signature of the protestor or the protestor's representative; (3) identification of the contracting agency and the solicitation or contract at issue; (4) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and (5) a non-refundable filing fee of \$75.00. Protests shall be treated in accordance with FNSB Code of Ordinances 16.65.010.

Notwithstanding any other provision of this section, an interested person is free at any time to contact the FNSB Purchasing Division for the purpose of clarifying selection procedures.

SECTION THREE

STANDARD CONTRACT INFORMATION

Disputes

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in Fairbanks, Fourth Judicial District, State of Alaska.

Severability

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

Federal Requirements

Any provision required to be included in a contract resulting from this RFP, by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation, shall be deemed to be incorporated herein.

Right to Inspect Place of Business

At reasonable times, the FNSB may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the FNSB makes such an inspection, the contractor must provide reasonable assistance.

Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the FNSB.

Contract Approval

This RFP does not, by itself, obligate the FNSB. The FNSB's obligation shall commence when the contract is signed by the Borough Mayor or mayor's designee. Upon written notice to the contractor, the FNSB may set a different starting date for the contract. The FNSB shall not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the FNSB.

Standard Contract Provisions

The successful contractor shall be required to sign and submit a contract that is similar to the "Sample Contract" included in this RFP. The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions shall be permitted without prior written approval from the FNSB. If an offeror objects to any of the provisions in the attached sample contract, they must set out their objections in their proposal.

After the Notice of Award is issued, the successful contractor will have ten (10) days to return signed contract documents, a Certificate of Insurance, and any bond requirements, in accordance with the requirements identified in this RFP.

Proposal as a Part of the Contract

This solicitation document shall become part of any contract resulting from this Request for Proposal (RFP).

Insurance Requirements

Prior to commencing any work under a contract resulting from this RFP, the successful offeror shall provide a Certificate of Insurance in a form acceptable to the Borough showing that they have the required insurance coverage. The required coverage must be obtained and maintained with an insurance company rated "Excellent" or "Superior" by A.M. Best Company, or specifically approved by the Borough risk manager.

If an offeror has a question as to their ability to provide the required coverage they should consult with their agent or broker prior to submitting a response to the RFP.

A. The Contractor is responsible to defend any and all suits arising out of the design and/or performance of the apparatus delivered in the name of the Borough, and pays all costs and judgments that ensue thereafter.

B. During the term of the agreement, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an A. M. Best rating of "A" or better or as specifically approved by the Borough risk manager.

1. Commercial General Liability coverage with limits not less than:

General Aggregate	\$2,000,000;
Products/completed operations.....	\$2,000,000;
Personal and Advertising Injury.....	\$1,000,000;
Each occurrence.....	\$1,000,000

2. Umbrella Liability coverage with limits not less than:

Each occurrence	\$25,000,000
Aggregate	\$25,000,000

3. Automobile Liability coverage with a combined single limit of not less than \$1,000,000.

4. Workers' Compensation coverage including Employer's Liability with limits of not less than \$100,000 each accident, \$500,000 disease – policy limit, and \$100,000 disease – each employee.

C. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this Agreement; the Contractor will assure that the insurance policies include a provision requiring this prior notice.

D. During the contract term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability and umbrella liability policy. These policies will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

E. Before providing any services under this agreement, the Contractor will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.

F. All workers' compensation policies shall be endorsed with a waiver of subrogation in favor of the Borough.

- G. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.
- H. Commercial general liability coverage shall be provided on an occurrence form. Claims made coverage will be unacceptable. Coverage shall be extended to include: operations of contractor, products/completed operations, personal injury contractual exclusion deleted, employees as additional insured and contractual liability insuring Contractor's obligations under indemnity agreement.

Contract Funding

Borough funds unless noted elsewhere in this RFP, are available for the initial purchase and/or the first term of the contract resulting from this RFP. Payment and performance obligations for future purchases and/or contract renewals are subject to the availability and appropriation of funds.

Proposed Payment Procedures

The FNSB will make a single payment when all of the deliverables are received and the contract is completed and approved by the project manager.

Contract Payment

Under no conditions shall the FNSB be liable for the payment of any interest charges associated with the cost of the contract.

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project manager. If performed, the scope of the debriefing shall be limited to the work performed by the contractor.

Contract Personnel

The project manager must approve any change of the project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the Borough may be grounds for the Borough to terminate the contract.

Indemnification, Defense and Hold Harmless Provision

The Offeror shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Offeror's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Offeror. This duty to defend, indemnify, and hold harmless shall include the Offeror's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough's sole negligence or its willful misconduct.

This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

"Offeror" and "Borough" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

Termination

Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the Borough may terminate the contract for its own convenience on three (3) days written notice; and the agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.

In case of default by the contractor, for any reason whatsoever, the Borough may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.

If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the Borough has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.

Impossibility to Perform

The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

Inspection and Modification -- Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager. The FNSB may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, they may direct the contractor to make such changes. The contractor shall not unreasonably withhold such changes.

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work shall be within the general scope of the initial contract. When additional work is required, the project manager shall provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data may be required to justify the cost of such amendments per FNSB Code 16.30.080.

The contractor shall not commence additional work until the project manager has secured any required FNSB approvals and issued a written contract amendment.

Affirmative Action/Equal Opportunity

The FNSB is an Affirmative Action/Equal Opportunity employer. The FNSB, and all its contractors, vendors and suppliers, agree and certify that they shall comply with the requirements of all pertinent Federal and State laws relating to equal opportunity in contracting and procurement activities.

Project Manager

After award of this contract, the project manager, or his designee, shall be the FNSB's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent. The successful contractor's contract manager shall be responsible for coordinating all matters pertaining to the resultant contract with the FNSB's project manager.

Cooperative Purchasing

All State of Alaska governmental entities may, at their option, purchase from the contract resulting from this IFB process. State of Alaska governmental agencies include the Legislative branch, the Alaska Court System, the University of Alaska, Boards and Commissions and all State of Alaska political subdivisions-cities, boroughs and school districts, at all of their operation locations. In no event shall the Fairbanks North Star Borough have any financial liability to the bidder for any goods or services purchased by any State of Alaska governmental entity.

Manufacturer's Authorization

The successful offeror must be the manufacturer of the product offered or shall provide, if requested, within ten (10) days from the publish date of the Notice of Intent to Award, evidence from an official of the manufacturer, stating that the proposer is qualified AS AN AUTHORIZED DEALER OR RESELLER and has the authority to sell the product being offered and pass the manufacturer's warranty through to the borough with all first holder benefits of the warranty. Failure to provide the required document within ten (10) days after issue of the Notice of Intent to Award may, at the borough's discretion, result in the termination of the award.

SECTION FOUR

State of Alaska Department of Commerce, Community & Economic Development Required Contract Clauses

The Contractor and each subcontractor at any tier of the project agree to comply with the following:

Definition

“Department” refers to the Department of Commerce, Community and Economic Development with the State of Alaska.

Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Contractor involving transactions related to this project.

Obligations Regarding Third-Party Relationships

The Department and the State of Alaska are not liable for damages or claims from damages arising from any Contractor’s or subcontractor’s performance or activities under the terms of the contract.

Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Borough or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities.

SECTION FIVE SCOPE OF WORK

1.0 Scope of Work

The Fairbanks North Star Borough (FNSB) is accepting proposals for a new Fire Apparatus for the University Fire Service Area (UFSA) generally described as a Tandem Axle, Custom Tilt Cab, 2000 gpm, 75 to 80 feet Aerial / Quint with 500 gallon booster tank. This apparatus shall meet current NFPA 1901, and DOT standards for Automotive Fire Apparatus.

2.0 Deliverables

2.1 One (1) tandem axle, tilt cab, 2000 GPM, 75-80 foot quintuple combination pumper-aerial with 500 gallon booster tank as specified in the RFP.

2.2 Four (4) CD copies of "As Built" electrical schematics.

2.3 Two (2) hard copies of "As Built" electrical and plumbing schematics.

2.4 Two (2) hard copies each of all operations and maintenance manuals for the Pump, Chassis, Engine, and other systems on the apparatus.

3.0 Minimum Design Requirements

The FNSB has not attempted to define the total required system configuration, but rather has identified minimum requirements to be met by the Offeror. The FNSB emphasizes that it is the Offeror's responsibility to identify and specify a solution to meet the FNSB requirements, not simply meet the minimum requirements specified in this section.

This apparatus will replace the University Fire Department's oldest aerial, an 80 foot 1988 Emergency One. This Aerial apparatus shall be designed and constructed to survive on rough and uneven surfaces, in the sub-arctic environment. Apparatus systems should be designed to operate under harsh conditions, with rapid temperature changes (+70 to -50) and high humidity. Corrosion, water damage, and vibration have caused countless hours of troubleshooting to locate electrical problems in existing apparatus, designs that address these concerns are requested.

3.1 Chassis and Vehicle Components

3.1.1 This apparatus shall have a Tandem axle chassis, with a Firemaxx air ride suspension. (ref 3.4.9) (No Brand Name Exceptions Allowed). Maximum vehicle length is 40 feet. Maximum vehicle height is 11feet 10 inches.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.1.2 The GAWR and the GVWR of the chassis shall be able to carry the weight of the equipped apparatus, with the water tank and other tanks full, the specified hose load, unequipped personnel weight, ground ladders, and the miscellaneous equipment allowance as defined in the appendix. (Appendix F, "L-11 Portable Equipment")

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.1.3 Unequipped personnel weight shall be 300 pounds, multiplied by the number of seating positions on the apparatus.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

- 3.1.4 Minimum angle of approach is 14.5 degrees. Minimum angle of departure is 10.5 degrees. Break over angle not less than 7 degrees.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

- 3.1.5 The manufacturer shall permanently affix a high visibility plate in a location visible to the driver when in a seated position, that includes the height, length, and GVWR of the finished apparatus.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

- 3.1.6 All chassis components shall be painted red, including frame rails, cross members, torque box and outriggers.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

All fluids shall be Arctic Grade. Specific fluids used in all systems shall be determined at prebuild.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.2 Electrical Systems

- 3.2.1 The apparatus shall have LED light technology utilized wherever possible. This includes, compartment lighting, vehicle running lights, warning lights, flood or area lighting, turn signals, and emergency lights. Whelen LED light Bars are desirable. Shall to be Whelen LED light bars or equal OR pre-approved equal.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

- 3.2.2 The apparatus shall have an onboard charging/compressor system capable of maintaining the vehicle batteries, four (4) 12 volt box lights, (1) one thermal image camera, and have reserve capacity, and air pressure system to maintain 90psi pressure in the entire air system. This charging/compressor system shall be operated by a 110 volt shore line connection at the driver's door. This unit shall be located in an easily accessible and protected area.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

- 3.2.3 The apparatus shall have a master battery disconnect conveniently located to drivers position.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

- 3.2.4 The apparatus shall be delivered with two complete hard copy sets of "As Built" electrical schematics, and (4) four CD copies that accurately reflect the location, function, and identification of all electrical systems of the actual apparatus.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

- 3.2.5 Special attention shall be given to corrosion, water penetration, and environmental (heat and water) concerns of the electrical systems, to include proper location of distribution panels, wiring harnesses, and connection points.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

- 3.2.6 The apparatus shall have a five position spare bus panel centrally located in the cab, circuit protected and rated to carry a minimum load of 20 amps for installation of video cameras, siren heads and owner provided mobile radios, etc.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.7 The apparatus shall have heated, fully adjustable remote control rear view mirrors.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.8 The apparatus shall utilize multiplexing technology and include a LCD screen or other display of system status.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.9 The apparatus shall have a minimum of two duplex AC outlets in the cab, powered from the shore line, and located such that portable radio chargers or other electronic equipment may be easily attached.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.10 The apparatus shall have a minimum of four (4), FRC Spectra 20,000 lumen or preapproved equal LED flood/scene lights, two on right side, two on the left. These lights should be located for the best coverage, they shall be controlled from the cab.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.11 All light housings shall be metal in construction where available, including turn signal groups, and emergency lighting.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.12 All circuits shall be protected with automotive type, self-resetting, breakers. No fuses shall be acceptable unless clearly required by a specific manufacturer of the protected equipment.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.13 The apparatus shall have an Opticom 3M Brand Model 792 (No Brand Name Exceptions Allowed) traffic preemption system.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.14 ROM brand or pre-approved equal, LED lighting shall be installed on both sides in all compartments.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.2.15 The apparatus shall have electric windows in the forward seating positions.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3 Engine System

3.3.1 The apparatus shall be equipped with a 2010 compliant motor, with a minimum 500 hp rating and be compatible with the specified transmission.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3.2 All service items related to the general maintenance of the motor (cooling, air filters and lubrication systems) shall be easily accessible and clearly identified.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3.3 The air filter shall be located for ease of servicing, and be of a replaceable, nonproprietary type.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3.4 The fuel system shall include a filter and fuel/water separator that is easily accessible for service.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3.5 The exhaust system shall be vertically stacked through the pump compartment so that the waste heat is a benefit in the Arctic environment. The exhaust system shall not impede access to the pump compartment or its contents. The exposed pipe above the pump compartment shall have a heat shield.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3.6 The engine shall have a transmission retarder braking system that meets NFPA 1901 requirements.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3.7 The engine shall be equipped with a 120 volt coolant engine block heater. This unit shall be wired to a separate shoreline plug, located near the driver's door, and clearly labeled.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3.8 The manufacturer shall provide a detailed list of all fluids on the apparatus, to include brand, type, and ratings at the time of "Factory Final Inspection".

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.3.9 The apparatus shall be equipped with six (6) group 31 batteries. System shall be easily accessible for cleaning and maintenance.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.4 Transmission and Drive Train

3.4.1 The apparatus shall be equipped with an Allison World Brand EVS 4000 Automatic Transmission (No Brand Name Exceptions Allowed). The transmission/engine speed shall be limited to 65 MPH. The transmission shall be compatible with the engine specified, and the installation shall meet NFPA 1901, for Fire Service use.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.4.2 The steering axle shall meet NFPA 1901 for turning radius, load capability, and braking.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.4.3 All critical chassis components that are used in determining the angle of approach or departure shall be protected with a skid plate to prevent damage to include, but not limited to, the radiator, air system, fuel system, plumbing, etc.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.4.4 The apparatus shall be equipped with ATC (automatic traction control) to the rear axles.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.4.5 The apparatus shall be equipped with a PTO/ hydraulic driven generator with a minimum 8000 watt continuous rating.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.4.6 The apparatus shall be equipped with OnSpot Brand (No Brand Name Exceptions Allowed) auto chains on the forward rear axle.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.4.7 The apparatus shall be equipped with a driver operated traction control differential lock up on the forward rear axle.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.4.8 The apparatus shall have an onboard make up air compressor that maintains the air system in operational status. (ref 3.2.2) This shall be powered from the vehicles shore line.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.4.9 The Apparatus shall have a Hendrickson Fire Max air ride suspension. (No Exceptions Allowed).

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.5 Pump and Pump Compartment

3.5.1 The pump shall be either a Hale, Waterous or pre-approved equal, 2000 gpm rated, single stage centrifugal, mid ship mounted pump. The pump shall be driven through a split shaft design from the vehicle's engine.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.5.2 The pump shall have an oilless priming system.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.5.3 All intake and discharge plumbing shall be stainless steel, unless otherwise noted in this RFP document.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.5.4 The pump operator's panel shall be located on the left side of the vehicle. The manufacturer shall provide functional access to the plumbing and wiring directly behind this panel. All panels shall be easily removable.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.5.5 The manufacturer will provide functional access to the pump compartment from the front, right side, top, and bottom.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.5.6 The manufacturer shall not use the pump compartment as an area to mount, locate, or otherwise have exposed, any electrical panel, junction boxes, or components that are not directly related to a system in the pump compartment. The systems that are related to a function in the pump compartment shall be designed to prevent damage or corrosion from water.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.7 The pump compartment shall be insulated and heated to provide freeze protection in a sub-arctic environment with temperatures down to -60 F degrees. The insulation shall be constructed of a material resistant to water damage. The pump compartment shall be protected on the bottom with an enclosed belly pan arrangement that is easily removed with slide out panels-(2) for servicing or repairs. This slide out panel shall be split from front to rear, allowing the two halves' to be removed separately. The belly pan shall be constructed so it does not adversely affect break over angle.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.8 There shall be two (2) pump house heaters, switch controlled from the cab, and mounted low in the pump compartment to be most effective.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.9 The pump panels shall be stainless steel. Large swing out access doors, or removable panels will be designed into each panel for ease of repair to damaged plumbing. The manufacturer shall provide, prior to fabrication a proposed layout (shop drawing) of the panels for both left and right sides of the vehicle. Design will enhance ease of function. The owner shall have the final approval on pump panel layouts.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.10 Each discharge line shall be equipped with a combination analog and digital pressure gauge, within close proximity of each other. Each part of the gauge shall be separately replaceable. (Analog/Digital). Each analog gauge shall be 2.5 inch minimum diameter. Class One LED back lite design is desirable, shall be Class One OR pre-approved equal.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.11 The master intake and discharge gauges shall be 4.5 inch minimum diameter analog compound gauge. Class one LED back lite design is desirable.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.12 The pump panel shall include instrumentation for engine temperature, oil pressure, and transmission temperature with a visual and audible warning for each. These functions may be part of a "Command" center or similar unit. FRC in control is preferable.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.13 The apparatus shall be equipped with one (1) 4 inch Storz LDH discharge port located on the right side pump panel. The controls for this valve shall be a hand wheel configuration, controlled from the left pump panel.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.14 The tank to pump valve shall be air operated. This valve shall be a minimum of 4" in size.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.15 The apparatus shall be equipped with an around the pump foam system capable of supplying 1 to 3 percent AFFF foam to all discharges.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.16 The foam system shall be supplied from a minimum 15 and maximum 20 gallon foam tank that is an integrated part of the apparatus water tank. The foam tank shall be easily

filled. It shall have a gravity drain system plumbed to the right pump panel, with minimum 1 inch quarter turn drain valve and plumbing.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.17 The pump shall be supplied with two 6 inch steamer port inlets, one left side, one right side. Both equipped with a TFT Brand Ball Intake Valve, Model #AB3SP-NX (No Brand Name Exceptions Allowed).

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.18 The pump shall be supplied with two 2.5 inch gated auxiliary intakes, one left, one right side pump panels.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.19 The pump shall be equipped with ball valves that are easy to rebuild, with a swing out design, and simple field service kit. Akron swing out design is desirable. Shall to be Akron Brand or equal OR pre-approved equal.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.20 The pump shall have anode corrosion protection installed by the pump manufacturer.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.21 The pump shall be equipped with a 2.5 inch direct tank fill line, located on the left pump panel. This line shall have its own tank penetration and be completely separate from other tank fill lines.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.22 All valve/gauge systems shall be color coded.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.23 All pump drains shall be grouped together and located behind an access door at the base of each panel. These valves have a tendency to freeze and break. The door shall be clearly identified and provide functional access.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.5.24 The Aerial waterway discharge valve shall be 4" full flow design with hand wheel design located on the main pump panel.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.6 Hose Beds, Trays, Booster Tank, and Layouts

3.6.1 The apparatus shall have a minimum 500 gallon poly booster tank with minimum 15 and maximum 20 gallon integral foam cell. This tank shall have a life time warranty. The tank shall be designed to utilize all available space between the body and chassis.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.6.2 The apparatus shall have a hose bed area above the booster tank capable of carrying 1000 feet of 5 inch hose and 600 feet of 3 inch hose. This area shall allow the hose loads to be easily deployed. This area shall have easily adjustable dividers and cover to secure hose loads and protect from the elements.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.6.3 The apparatus shall have a storage tray/area with 2.5 inch discharge port in the front bumper deck. This compartment shall have sufficient capacity to hold (owners supplied) 200 feet of 1.75 inch attack hose with TFT Dual Force nozzle and pistol grip. This area shall be equipped with a soft cover to protect from the elements. Special care shall be taken to assure the plumbing to this discharge is well drained and freeze protected to the greatest extent possible. This storage shall not impede any cab function of the apparatus.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.6.4 The apparatus shall have two 200 feet 1.75 inch cross lays.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.6.5 The apparatus shall be capable of carrying a complement of ground ladders, one 16 foot roof, one 35 foot extension, and two 10 foot folding attic ladders as a minimum. Designs that allow ground ladder compliments meeting Truck company standards are preferable.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.6.6 Access to the aerial shall be via a permanent ladder or step arrangement on or near the tailboard. The ladder/step design shall not limit access to, or deployment of hose loads.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.6.7 Access to the hose bed area shall be via a permanent ladder or step arrangement on the tailboard. This ladder/step shall not limit access to the tail board compartment or its contents.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7 Compartments

3.7.1 The apparatus shall have a roll out tray in all lower compartments that maximizes usable space from side to side and vertically.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.2 The apparatus shall have roll up doors on all body compartments, including the tailboard area. These doors shall be constructed of heavy duty materials to withstand the demands of an arctic environment, and installed to maximize usable compartment space. Total compartment space shall be at least 100 cubic feet.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.3 The apparatus body shall be designed to utilize all available space for storage of equipment. (Attachment G is current equipment carried)

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.4 The lower compartments shall be a minimum of 24 inches deep usable space.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.5 The upper compartments shall be a minimum of 12 inches deep usable space and include removable panels for mounting tools and hardware.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.6 At least one compartment shall be capable of storing owners two (2) 150 feet 1.75 inch Hose Packs with TFT Dual Force nozzle and pistol grip.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.7 The tailboard compartment shall be designed to maximize available space.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.8 A 200 feet electric cord reel will be located on the right side of the apparatus in the dunge area above the pump compartment.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.9 Six SCBA bottle tubes capable of holding owner supplied 1 hour cylinders shall be located in the available space above the arc of rear wheel wells. Tubes shall have secure closing doors to not allow cylinder to unintentionally exit the vehicle and protect cylinders from weather elements.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.10 The forward lower left compartment (Engineers compartment) shall be designed to hold the makeup air compressor. This compartment shall also have a second slide out tray mid level in the vertical space of the remaining compartment.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.11 The apparatus shall have storage space for four (4) Pike Poles; 6, 8, 10 and 12 feet in length.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.7.12 The interior finish of all compartments shall be white or light color.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8 Cab and Contents, Special Safety Items

3.8.1 The apparatus shall have Tilt Cab design with lift system capable of lifting the fully equipped design.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.2 A separate speedometer shall be provided for the officer's position (right front).

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.3 All cab seating, except the driver's seat, shall be capable of secured storage of the owners Scott 4.5 one hour Air Pack. These seats shall have a locking device that prevents the air pack from becoming a projectile in the event of an accident. Bostrom "Secure All" SCBA retention brackets are preferred.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.4 Apparatus shall be equipped with a "Roll stabilization system" for safety.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.5 The apparatus shall have secured storage for thermal image camera and four portable Radios.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.6 The apparatus shall be equipped with an occupant communication system, Fire Com Brand (No Brand Name Exceptions Allowed) for all seating positions. The driver and officer positions shall have radio transmit capability.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.7 All passenger doors and the tailboard compartment doors shall have reflective chevron stripping. All passenger door reflective shall be visible from the rear of the apparatus when the door is in the open position. The tailboard compartment shall have reflective stripping visible while in both the open and closed position.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.8 The apparatus shall be equipped with color back up, and blind spot cameras, with minimum 7 inch viewing screen mounted at a location convenient to the driver.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.9 The apparatus shall be equipped with an auto eject shore line power receptacle located near the driver's door. "Kussmaul Super Auto Eject" brand is desirable. Shall be Kussmaul OR pre-approved equal.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.10 The apparatus shall be equipped with an electronic tire pressure monitoring system accessible to the Officer's position.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.11 The apparatus shall be equipped with an adjustable map light located for use by the officer in the right front seat.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.12 The apparatus shall be equipped with fully adjustable air ride seats in both forward seating positions.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.13 The apparatus shall be equipped with a pre tensioning system on all air ride seats. This system shall address safety concerns relating to loose seat belts from the movement or compression of the air ride seat.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.14 The apparatus shall be equipped with front and side curtain air bags.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.15 The apparatus shall have sufficient heating capacity and insulation in the cab to function in an arctic environment. The addition of foot well heaters in the jump seat positions is desirable.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.8.16 The apparatus shall have a quality paint finish to include gold leaf lettering on all sides of the vehicle. This shall include one large sign for each side of the Aerial. A template of the Department logo will be provided for reproduction by the offeror.

Meets Minimum Requirement: YES ___ NO ___ Reference Page # ___

3.9 Aerial

3.9.1 The apparatus shall have (2) FRC Spectra 20,000 lumen Aerial tip Lights OR pre-approved equal.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.9.2 The aerial shall have Stokes Litter attachment points or system to accommodate a litter operation.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.9.3 The aerial shall have a full length Water Way capable of supplying a 1000 to 1500 GPM master stream device, or when the master stream is dismantled, hose lines for an exterior standpipe operation. The waterway nozzle shall have an automatic "Stow" feature to properly store nozzle prior to bedding the Aerial.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.9.4 Aerial controls at the pump panel shall be designed to include a large, heavy duty slide out step to allow easy operation, and effective visibility for the operator.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.9.5 The aerial water way shall have large 1.5" minimum diameter drains to allow rapid draining during extreme cold conditions.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

3.9.6 The Aerial shall have an "Envelope" safety control system. This system shall monitor the stability and loading of aerial. An "ICAN" system is preferable.

Meets Minimum Requirement: YES ___ NO ___ *Reference Page #* _____

4.0 DESIRABLES COMPONENTS

4.1 Delivery date on or before October 30, 2013.

Desirable Component Included: YES ___ NO ___ *Reference Page #* _____

4.2 Ground ladder complements meeting Truck Company requirements (NFPA).

Desirable Component Included: YES ___ NO ___ *Reference Page #* _____

4.3 Systems or design features that enhance operational abilities in an arctic environment (ie: dark and cold).

Desirable Component Included: YES ___ NO ___ *Reference Page #* _____

5.0 WARRANTY MINIMUMS

5.1 The apparatus manufacturer shall warranty this vehicle for a minimum of one year from the final acceptance of the vehicle. The apparatus manufacturer shall warranty any item, system, or component not already covered by another warranty.

5.2 A local service center approved by the manufacturer shall be designated for warranty work.

6.0 MAINTENANCE

6.1 Apparatus shall be designed to utilize common, nonproprietary parts due to the challenges of ordering and shipping parts from the lower 48 states into Alaska (i.e. common air, fuel, and hydraulic filters).

7.0 PERFORMANCE TESTS

7.1 The apparatus shall be fully loaded with water and undergo a 15 mile road test. During this road test, proper operation of chassis components and the braking system will be verified. This includes, but is not limited to, service and parking brakes, engine brake, transmission, and steering.

7.2 The manufacturer shall permit at least three full days of testing at the factory by University Fire Department personnel prior to shipment to ensure that the apparatus meets the quality, functionality and operates as designed 100 percent. If additional days are required to complete the testing all additional travel cost incurred shall be paid by the successful bidder. University Fire Department personnel shall be assisted by factory personnel as needed to assure a quality inspection.

8.0 CERTIFICATION AND INSPECTION TRIPS

8.1 The apparatus shall be supplied with an Underwriters Laboratories pump certification.

8.1.1 University Fire Department personnel at the pump certification is desirable.

8.2 Three construction conferences trips for two University Fire Department personnel, with all costs paid by the offeror shall be included in the proposal. Construction conferences shall be held at the manufacturer's facility. The first trip shall be prior to the commencement of any construction, or "pre-build". The second shall be at the 90% completion point, with at least two full days at the factory for component verification. The third or "Factory Final Inspection" shall be at the 100% completion point. The scheduled dates for all three trips shall be mutually agreed upon by the University Fire Department and the offeror. The successful offeror shall pay "Full Fair" cost for the airline tickets for the "Factory Final Inspection" trip for both UFD personnel.

8.3 The Fairbanks North Star Borough and/or University Fire Department and its representatives shall not be held responsible for any liabilities, accidents, damage, theft, or fire until the apparatus has been accepted and paid for at the FOB point.

9.0 Delivery

9.1 The apparatus shall be delivered to the FOB point by one or more of the following options. The apparatus may be shipped via low boy trailer, rail, or container ship if properly protected from the elements (i.e. salt spray, rocks, etc.). The apparatus may be driven by manufacturer personnel (i.e. dealer, regular employee). The apparatus may be driven by University Fire Department personnel, properly licensed. No drive away companies may be used. All costs, liabilities, insurance, bonds, highway fees and tolls, permits, lodging, fuel and meals shall be paid by the offeror.

9.2 A delivery engineer in the employ of the apparatus manufacturer shall be available for a minimum of three days at the FOB point, at the time of delivery. The engineer shall train and instruct department personnel on the proper operation and maintenance procedures of this apparatus during this time.

10.0 RFP and Contract Schedule

The RFP and contract schedule set out herein represent the FNSB's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

The approximate contract schedule is as follows:

- a) Issue **October 13, 2012**
- b) Pre-Proposal Conference: **October 24, 2012 @ 10:00 a.m. (Alaska Prevailing Time)**
- c) Substitution Request Deadline **October 25, 2012 @ 5:00 p.m. (Alaska Prevailing Time)**
- d) Submittal Deadline **November 13, 2013 @ 5:00 p.m. (Alaska Prevailing Time)**
- c) Proposal Evaluation Committee complete evaluation **November 20, 2012.**
- d) FNSB issues Notice of Intent to Award a Contract **November 29, 2012.**
- e) Assembly Approval of Bid Award **December 6, 2012.**
- e) FNSB issues contract **December 20, 2012.**
- f) Contractor returns signed contract **December 20, 2012**
- g) Contract starts **January 1, 2013.**

SECTION SIX PROPOSAL FORMAT AND CONTENT

Proposal Format and Content

The FNSB discourages overly lengthy and costly proposals. In order for the FNSB to evaluate proposals fairly and completely, offerors must follow the format set out herein and provide all of the information requested.

Proposals must include the complete name and address of the company and the name, mailing address, and telephone number of the person the FNSB should contact regarding the proposal.

Submittal Format Requirements

Offerors are required to submit their proposals in accordance with the maximum number of pages and content requirements indicated in the following table. Proposals shall not be written in a font size smaller than 9 point in any portion of the document.

Each section of the offerors' proposal shall be keyed to the following identified Proposal Content Requirements and assembled in the order listed herein so that the requirement to which information or data applies shall be plainly evident at the top of each page. Material not so identified or assembled may be discarded without evaluation.

Information shall not include generalized promotional material, resumes, statement of experience, qualifications or capabilities, or other material that is not germane to the proposed agreement. Failure to provide a proposal in conformance with these requirements may cause a proposal to be declared non-responsive and eliminated from further consideration.

Maximum Number of Pages	Proposal Content Requirements
1	Item 1: Proposal Transmittal Form (with original signature) as the cover page of the proposal
N/A	Item 2: Design and Functionally of Fire Apparatus
3	Item 3: Experience and Qualifications
4	Item 4: Cost or Price Proposal
1	Item 5: Non-Collusion Affidavit
1	Item 6: Letter of Intent to meet Insurance/Bonding Requirements
1	Item 7: Copy of current Alaska Business License or current business license number shown on Proposal Transmittal Form.
N/A	MAXIMUM TOTAL PAGES FOR RFP SUBMITTAL

Proposal Content Requirements (Detailed)

Proposal Transmittal Form

The offerors shall include a fully completed and signed Proposal Transmittal Form as the cover sheet to the RFP. The Proposal Transmittal Form is located in Section Eight of this RFP. Failure to include this form fully completed and including an original signature shall cause the proposal to be declared non-responsive and eliminated from further consideration.

Design and Functionally of Fire Apparatus

Offerors shall provide a response to each of the specification/components included in Section Five indicating if the proposal meets the specifications and provide the reference page number of the proposer's manufacturer's specifications or other documentation which response to the minimum requirement.

Offerors shall provide a complete and detail manufacturers specification on the apparatus proposed, to include but limited to all minimum requirements and desirable components listed within Section Five of this RFP. Manufacturers sections to included, but limited to, the following:

- GVWR of apparatus.
- Turning radius of apparatus.
- Height of apparatus at highest point.
- Length of the apparatus in feet and inches.
- Wheel Base of the apparatus.
- Discussion of layout and BTU's of all cab heaters, and additional heaters if required to meet the minimum requirements of this RFP.
- Cold weather package and any additional winterization to be provided to meet the minimum requirements of this RFP. Documentation shall be provided that shows the temperature rating of all components used to meet the RFP specification for the cold weather package.
- Height in inches from the bottom of the ground to the bottom of both the hose bed and pre-connect trays.
- All details of winterization of the pump.

Offerors shall provide the following drawings:

- Drawing of the layout of the dash instrument panel.
- Drawing of the storage areas inside the cab.
- Drawings of recommended compartments to include dimensions, total square footage, shelf options, equipment rack options and roll out tray options.
- Drawing of both proposed pump panels design with detail of all access panels.

Offerors shall provide the following reports/test:

- Chassis wheelbase and turning radius engineering report.
- Engineering report on the expected electrical system amperage draw.

Offerors shall provide the following cut sheets of their proposed products:

- Pike Poles

Offerors shall provide a copy of the following warranty terms and conditions:

- Chassis Warranty;
- Engine Warranty;
- Transmissions Warranty;
- Body Manufacturer Warranty;

Offeror shall provide narrative on any further education available either on site or at your facility on long care and maintenance of this apparatus and it's components for our personnel (both shop and operational).

Experience and Qualifications

Offerors shall provide a narrative on the manufacturer and/or dealer qualifications and experience in building and supplying fire apparatus for the environment as described in Section Five, Scope of Work of this RFP.

Offerors shall provide a list of ten current or former customers for whom they have provided similar goods to departments of a minimum run volume of 150 calls per year with a similar climate. The customer names, phone numbers and point of contacts shall be included. The FNSB may contact these references to evaluate the Offerors' past performance. Offerors who do not provide a minimum of ten references may be considered non-responsive and eliminated from further consideration."

Cost or Price Proposal

Cost or price information shall not be included in any other part of the offeror's proposal unless specifically requested.

Offerors are to complete the cost or price proposal form provided in Section Eight of this RFP.

The offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state and local taxes. If the offeror believes that certain taxes are payable by the Borough, the offeror may list such taxes separately, directly below the RFP price for the affected item. The price indicated is subject to review by the FNSB for any subsequent renewal.

Non-Collusion Affidavit

Offerors shall submit a completed copy of the Non-Collusion Affidavit with their proposal. This form is provided in Section Eight of this RFP.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

Initial Evaluation

Initially, all proposals will be reviewed by the FNSB Purchasing Division to determine if they are administratively responsive to the RFP.

Those proposals that are administratively responsive will be distributed to the evaluation committee. First, the committee will determine if the proposal meets all of the minimum requirements (if applicable). This is a pass/fail evaluation. Second, those proposals that pass the minimum requirements evaluation, will then be evaluated based on the evaluation criteria described below.

After this evaluation is complete, the Borough may elect to request oral and/or written discussions with those offerors determined to be within the competitive range. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers.

However, the FNSB may award a contract on the basis of initial proposals received, without requesting clarification, discussions or a best and final offer. Therefore, each initial proposal shall contain the Offeror's best terms from cost/price and technical standpoints.

Evaluation Criteria (Overview)

Each of the identified criterion has an assigned weight (whole numbers between 1 and 100) that is used to establish their relative importance in the evaluation process.

The criterion for this RFP is as noted here and defined in further detail in the rest of this section.

<u>Criterion</u>	<u>Weight</u>
Design and Functionally of Fire Apparatus	50
Experience and Qualifications	20
Cost Proposal	30

Total Weight of All Criterion equals 100.

Award

Award shall be made to the responsive offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the FNSB taking into consideration cost/price and the evaluation factors set forth in the Request for Proposals.

Contract Proposal

Weight of "30"

The maximum score for the Cost Proposal included in this RFP, as provided by the offerors, shall be awarded to the firm offering the lowest total cost or price. Appropriate proportional scores shall be assigned to the other offerors using the following formula:

$$\frac{\text{Lowest proposal cost/price} \times \text{maximum points available}}{\text{Higher proposal cost/price}} = \text{Proposal Score}$$

SECTION EIGHT ATTACHMENTS

- A. Offeror's Checklist**
- B. Substitution Request Form**
- C. Proposal Transmittal Form**
- D. Non-Collusion Affidavit**
- E. Sample Signer's Acknowledgement Form**
- F. Sample Services Contract**
- G. Cost Proposal**

ATTACHMENT A OFFEROR'S CHECK LIST

Offerors are advised that, notwithstanding any instructions or inferences elsewhere in this Request for Proposal, the instructions provided and the documents shown on this sheet need be submitted with and made part of their proposal. Other documents may be required after the submittal deadline, but prior to award. Offerors are advised that failure to follow these instructions or submit the documents shown on this sheet and return the forms in the condition indicated MAY RENDER THE PROPOSAL NON-RESPONSIVE and eliminate it from further consideration,

NOTE: Only those instructions or items marked with an (X) are applicable to this procurement.

X	The Proposal Transmittal Form is to serve as the cover sheet for the offeror's proposal. One original of the Proposal Transmittal Form must be manually (original signature) signed and properly filled out. A copy of this form can be provided with the required number of proposal copies.
X	The person signing the proposal must initial all erasures or other changes. Note: "White Out" or other liquid correction methods must be initialed.
X	The offeror shall submit a letter of intent in their proposal indicating how they will meet insurance and/or bonding requirements of this RFP.
X	All amendments that require acknowledgment shall be acknowledged in the space provided on the Proposal Transmittal Form or by manually signing (original signature) the Amendment Sheet and submitting it prior to the submittal deadline.
X	The proposal must include a response to the Scope of Work as defined in Section Five, in accordance with proposal format instructions in Section Six.
X	The Non-Collusion Affidavit form must be completed and submitted with the offeror's proposal.
X	A cost/price schedule must be submitted in a separate sealed envelope from the technical proposal. Only one copy of the cost/price schedule shall be submitted.
X	A copy of current Alaska Business License shall be included in the proposal or the current license number be provided on the Proposal Transmittal Form, or provide a copy of the business license, within ten days of notice of award.

ATTACHMENT B SUBSTITUTION REQUEST FORM

Substitution Requests must be received at FNSB General Services Purchasing Division by the date and time shown on the first page of this RFP to be considered (reference Section One, Introduction and Instructions, Brand Name or Equal, for additional information).

If a submitted item is determined by the FNSB to be "an equal" to that/those identified in this RFP, an amendment will be issued.

An item can be considered to be substantially equivalent, or "equal" to the specified brand, when in the opinion of the Chief Procurement Officer, the FNSB can reasonably anticipate sufficiently similar quality, capacity, durability, performance, utility and productivity as provided by the specified brand.

- Indicate the item the bidder is submitting for the FNSB's review and approval as a "pre-approved equal" to the specified item.

Proposed Product: _____

Manufacturer: _____

Manufacturer's Product Identification Number(s): _____

- In addition to this form, please submit for review:
 - Complete information on the proposed item to include current manufacturer's literature (highlight items selected for review).
 - Additional information useful to the FNSB in determining if an item is an "approved equal."

- Answer the following questions about the proposed "equal." Use additional sheets of paper if necessary.

A. Describe the principle differences between the proposed item and that specified, and compare the significant qualities of the proposed item. Use additional sheets for this comparison if required.

B. Describe why the proposed item will be equal to or better than the item specified in this RFP.

C. Describe any differences between the proposed product and the product specified in the RFP.

D. Will maintenance/service and parts of the proposed item be available? If so, where?

Signature: _____

Date: _____

Firm Name: _____

Telephone: _____

Address: _____

Manufacturer's Rep: _____

For Use by FNSB

Accepted: _____

Accepted as noted: _____

Not accepted: _____

Received too late: _____

REVIEWED BY: _____

ATTACHMENT C PROPOSAL TRANSMITTAL FORM

This form is to be completed in full, signed and submitted as the cover sheet of the proposal.

I certify that I am a duly authorized representative of the firm listed below and that information and materials enclosed with this proposal accurately represent the capabilities of the office listed below for providing the services indicated and comply with all provisions in this RFP. In addition, I certify that I am a company officer empowered to bind the company to the requirements of this RFP and to our proposal. The Borough is hereby authorized to request anyone identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the firm.

A. Amendments

The offeror represents to the Borough that it has relied upon no oral representations from the Borough or its consultants in the preparation of this proposal. If any amendments are issued to this RFP, offeror must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments may be considered non-responsive and be eliminated from further consideration.

The offeror acknowledges receipt of the following Amendments: _____

B. Original Signature

This Transmittal Form must include an original signature. A proposal shall be considered non-responsive and eliminated from further consideration if an original signature is not included.

Signature of Representative

Office Address for which this submittal is made:

Date: _____

Street: _____

Name: _____

PO Box: _____

Title: _____

City State Zip: _____

Firm: _____

Phone/Fax: _____
(with area code)

Alaska Business License No.: _____

Email Address: _____

ATTACHMENT E

SAMPLE SIGNER'S ACKNOWLEDGMENT FORM

(This is a sample of the form that the successful proposer will be required to execute and return to the FNSB with any signed contract documents.)

The signer of the agreement and the signer of this Acknowledgment must be the same person.

(Mark only one – all signatures must be notarized)

STATE OF ALASKA)
)SS
FILL-IN DISTRICT JUDICIAL DISTRICT)

The Contractor is a sole proprietorship

The foregoing Contract was signed and acknowledged before me this ____ day of _____, 20__.

by _____
(Print Name of Proprietor)

of _____
(Print Name of Company)

(Signature of Proprietor)

The Contractor is a partnership

The foregoing Contract was signed and acknowledged before me this ____ day of _____, 20__.

by _____, partner (or agent)
(Print Name of Acknowledging partner or agent)

on behalf of _____, a partnership.
(Name of partnership)

(Signature of Acknowledging Partner or Agent)

The Contractor is a corporation

The foregoing Contract was signed and acknowledged before me this ____ day of _____, 20__.

by _____
(Print Name of Officer)

(Title of Officer)

of _____
(Name of Corporation)

a/an _____ Corporation,
(State of Incorporation)

on behalf of said Corporation.

(Signature of Officer*)

(CORPORATE SEAL)

Attest _____
(Corporate Secretary)

*The signer of the contract should be a corporate officer unless there is a corporate resolution attached authorizing the person to bind the corporation.

The Contractor is a limited liability company

The foregoing Contract was signed and acknowledged before me this ____ day of _____, 20__.

by _____
(Name of Manager or Managing Partner)

(Title)

of _____
(Name of Limited Liability Company)

(Signature of Manager or Managing Partner)

Attach Letter of Partners indicating Manager's or Managing Partner's authority to enter into agreement.

Regardless of the type of company, the signature must be notarized. The signer of the contract or agreement and the signer of the above of this Acknowledgment must be the same person.

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20__.

(NOTARY SEAL)

Notary Public in and for the State of _____
My commission expires: _____

ATTACHMENT F

SAMPLE STANDARD FORM OF AGREEMENT

(This is a sample of the agreement that the successful proposer will be required to execute and return to the FNSB. Some paragraphs may change to reflect the terms and conditions of this RFP.)

CONTRACT DATE: XXXXXX
RFP NO XXXXXXXX
PROJECT: XXXXXX

1. PARTIES. The parties to this contract are the FAIRBANKS NORTH STAR BOROUGH ("Borough") and **XXXXXXXX** ("Seller").
2. DUTIES. The Seller shall perform the "Scope of Services / Specifications" as set forth in Borough solicitation **RFP No. XXXXX**. The Seller will perform its duties under this agreement as an independent contractor.
3. FACILITIES AND LICENSES.
 - A. The Seller will provide all facilities, equipment, supplies, services, and personnel necessary to carry out its duties under this agreement.
 - B. The Seller will obtain all necessary permits and other authorizations, which are required by law to deliver its goods or to perform its services.
4. QUALITY OF GOODS AND WORK. The Seller will provide all goods and services pursuant to the specifications in the Request for Proposal (RFP) and the Seller's specifications or representations in its Cost Proposal. The Seller will perform its duties in a professional, workmanlike manner, and in compliance with the highest standards of the Seller's trade.
5. RISK OF LOSS. The risk of loss from any casualty to the goods, regardless of the cause, shall be on the Seller until the goods have been accepted by the Borough.
6. DELIVERY.
 - A. The Seller shall sell, and transfer to the Borough, the goods specified in solicitation **RFP NO XXXX** and deliver same to Fairbanks, Alaska on or before **XXX days** ARO (after receiving order).
 - B. Shipment shall be made in accordance with the "Scope of Services / Specifications."
 - i. If the shipping terms are F.O.B. shipping point, the Seller will prepay the shipping charges and list them separately on invoices, less federal transportation tax. The Borough is exempt from federal excise and transportation taxes. Substantiation of prepaid freight and express must be attached to the Seller's invoice.
 - ii. If the shipping terms are F.O.B. to the Borough, the Seller is required to have insurance as detailed in Section 10. INSURANCE. Exception: If the delivery is accomplished by common carrier and not by the vendor, then only proof of workers' compensation coverage will be required from the vendor. The bid must include a statement that delivery will be accomplished by common carrier.
7. INSPECTION AND ACCEPTANCE. The Borough shall have the right to inspect the goods on arrival, and within ten (10) business days after delivery, the Borough must give notice to the Seller of any claim for damages on account of condition, quality, or grade of the goods, and the Borough must specify the basis of the claim in detail. The failure of the Borough to comply with these conditions shall constitute acceptance of the goods unless there are hidden defects. Payment Terms and Net 30 after acceptance of goods, and the Borough's receipt and approval of an original invoice.
8. INVOICE. The PO number **MUST** appear on all invoices, packing lists, packages, shipping notices, and any correspondence. The Seller shall invoice in duplicate and bill to:

Accounts Payable
Fairbanks North Star Borough
P.O. Box 71267
Fairbanks, Alaska 99707-1267

- 9. CONTRACT PRICE. The Borough will pay \$xxxxx.xx to the Seller for the "Scope of Services / Specifications" as detailed in the Borough's Request for Proposal and in the Seller's Cost Proposal submitted for such goods or services. Payment shall not be made until receipt of Certificate or Origin/Manufacturer's Statement of Origin.
- 10. INSURANCE. Prior to commencing any work under a contract resulting from this RFP, the Seller shall provide a Certificate of Insurance in a form acceptable to the Borough showing that they have the required insurance coverage. The required coverage must be obtained and maintained with an insurance company rated "Excellent" or "Superior" by A.M. Best Company, or specifically approved by the Borough risk manager.
 - A. The Seller is responsible to defend any and all suits arising out of the design and/or performance of the apparatus delivered in the name of the Borough, and pays all costs and judgments that ensue thereafter.
 - B. During the term of the agreement, the Seller shall obtain and maintain in force the insurance coverage specified in this section with an A. M. Best rating of "A" or better or as specifically approved by the Borough risk manager.
 - i. Commercial General Liability coverage with limits not less than:

General Aggregate	\$2,000,000;
Products/completed operations.....	\$2,000,000;
Personal and Advertising Injury.....	\$1,000,000;
Each occurrence.....	\$1,000,000
 - ii. Umbrella Liability coverage with limits not less than:

Each occurrence	\$25,000,000
Aggregate	\$25,000,000
 - iii. Automobile Liability coverage with a combined single limit of not less than \$1,000,000.
 - iv. Workers' Compensation coverage including Employer's Liability with limits of not less than \$100,000 each accident, \$500,000 disease – policy limit, and \$100,000 disease – each employee.
 - C. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this Agreement; the Seller will assure that the insurance policies include a provision requiring this prior notice.
 - D. During the contract term, the Seller shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability and umbrella liability policy. These policies will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
 - E. Before providing any services under this agreement, the Seller will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.
 - F. All workers' compensation policies shall be endorsed with a waiver of subrogation in favor of the Borough.
 - G. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.
 - H. Commercial general liability coverage shall be provided on an occurrence form. Claims made coverage will be unacceptable. Coverage shall be extended to include: operations of contractor, products/completed operations, personal injury contractual exclusion deleted, employees as additional insured and contractual liability insuring Seller's obligations under indemnity agreement.
- 11. SELLER'S REPRESENTATIONS. In order to induce the Borough to enter into this agreement, the Seller makes the following representations:
 - A. The Seller has examined and carefully studied the Contract Documents and any other related data identified in the Bidding or Contract Documents.
 - B. The Seller has given the Borough written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Contract Documents, and the written resolution thereof by the Borough is acceptable to Seller.
- 12. NON-WAIVER. The acceptance of the goods described in this agreement is not a waiver of any right of action that the Borough may have for breach of warranty or any other cause. The failure of the Borough to insist upon the performance of any of the terms and conditions of the Contract Documents or the waiver of any breach of

any of the terms and conditions of the Contract Documents shall not be construed as thereafter waiving any such terms and conditions.

13. WARRANTIES.

- A. The Seller warrants that the goods are now free, and that at the time of delivery shall be free, from any security interest or other lien or encumbrance.
- B. The Seller warrants that at the time of signing this agreement, Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of the Seller in the goods.
- C. The Seller warrants that the goods to be supplied pursuant to this agreement are fit and sufficient for the purpose intended, the goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and the goods conform to the standards required by solicitation **IFB NO XXXXX**.
- D. All warranties made in this agreement, together with service warranties and guarantees, shall run to the Borough and its successors, agents, or assigns.

14. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION.

- A. The Seller shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Seller's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Seller. This duty to defend, indemnify, and hold harmless shall include the Seller's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough's sole negligence or its willful misconduct.
- B. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
- C. "Seller" and "Borough" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

15. TERMINATION.

- A. Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the Borough may terminate the contract for its own convenience on three (3) days written notice; and the agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.
- B. In case of default by the contractor, for any reason whatsoever, the Borough may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.
- C. If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the Borough has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.

16. IMPOSSIBILITY TO PERFORM. The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

17. CONTRACT DOCUMENTS.

- A. The following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: this agreement, specifications in the Borough's Request for Proposal, and the proposal submitted by the Seller.
- B. The Borough purchase order to be issued for this work is a contract document. The terms specified on the Borough purchase order for this work are subordinate to those in all other contract documents. This clause does not alter the order of predominance of contract documents as specified in other subsections of this section.

18. OTHER.

- A. The Seller may not assign, in whole or in part, the Seller's duties or interests under any of the contract documents without the prior written consent of the Borough.
- B. This contract binds the successors, heirs, personal representatives, and any assigns of the parties.
- C. Time is of the essence of this contract.
- D. Before paying the Seller, the Borough may deduct the amount of any debt from any source that the Seller owes to the Borough.
- E. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this agreement will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
- F. The Contract Documents may be amended only in writing.
- G. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- H. The Contract Documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.
- I. Any terms of this Agreement that, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled.

19. REPRESENTATIVES. Each party may deliver notices under this agreement to the representative and address listed below:

Borough Representative: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXX

Seller Representative: _____
Business Name: _____
Address: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

FOR THE SELLER:

FOR THE FAIRBANKS NORTH STAR BOROUGH:

Authorized Representative
Title: _____
Date: _____

Luke Hopkins, Borough Mayor
Date: _____

APPROVED:

Borough Attorney
Date: _____

ATTEST:

Mona Lisa Drexler, Borough Clerk
Date: _____

ATTACHMENT G COST PROPOSAL

Offeror Name: _____

LOT ONE

LINE ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Quintuple Combination Pumper-Aerial	1	Each	\$	\$
LOT ONE TOTAL					\$

Required Delivery Date: **October 31, 2013** Indicate Delivery Date: _____

Desired Delivery Date: October 30, 2013

The Unit Price for Lot One shall Include:

- All deliverables, minimum requirements, and proposed desirable components.
- All travel expenses for the Engineer to travel to and from FOB point and perform required training and services.
- All travel expenses for two University Fire Service Area representatives to attend the Pre-Construction Conferences, and Factory Final Inspection.
- The Borough will not reimburse additional charges incurred by proposer, but not included in proposal pricing.

The offeror shall state prices in the units of issue on this RFP. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided, without further cost. Prices quoted in this RFP must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the Borough, the offeror may list such taxes separately, directly below the RFP price for the affected item.

--- End of Cost Proposal ---

ATTACHMENT G

L-11 PORTABLE EQUIPMENT

CAB	RIGHT REAR	LEFT PUMP PANEL
Logbook with Fuel Card	Medical Bag	Stortz spanner (2)
SCBA	Stokes Litter hardware bag	LEFT FRONT TOP
Map book	Sprinkler kit	Short haligan
Prefires	MVA Tool Roll	Haligan
Portable radio (2)	Elevator Rescue Bag	Ceiling rake
Box light (2)	Utility rope	Ceiling hook
Knox box key	H2O Extinguisher	Flat head axe
Door opener	TAILBOARD	Sledge hammer
ClipBoard	Cord Bags (2)	Bolt Cutters
Latex gloves	Cord Reel with Quad Box	Hose straps
RIC Rope Bag and (5) Carabiners	Saw-zall's (2)	K-tool
TIC & 1 Spare Battery	Chain Saw	Hose Roller
Solaris Monitor on Knox	14" Cut Off Saw w/Spare Blades	Propane Torch
Ladder Belts (2)	Heat gun	ENGINEER'S COMPARTMENT
GLOVE BOX	Cones (5)	5"Storz to 4"Storz adaptor
Fair keys	Pike pole (6)	FDC Key
Digital Camera in case/GPS	Gated Siamese	TFT Spare Nozzle
Binoculars	600' 3" w/ Gated Wye	Burst Hose Jacket
Pens (5)	800' 4" w/ Hydrant Bag	Pony roll
DOT book	LEFT EXTERIOR	Hydrant adapter
Bug spray	Spanner wrench (2)	Stack Tips w/ Stream Shaper
Fire line tape	10' Attic ladder	Rehab Cooler
Hearing protection	Hydrant wrench	Hydrant Wrench
RIGHT JUMPSEAT	Stabilizer Jack Plate	3" Hose Clamp
Ladder Belt	Wheel Chocks (2)	Tool kit
SCBA	Ground light (3)	Socket set
Box light	Spare Air Bottles (4)	Duct tape
Pick head Axe	LEFT REAR	Foam adapter
RIGHT EXTERIOR	200' Water Resue Rope	Road Flares
Spanner wrench (2)	Ice rescue bag	Rubber mallet or Dead Blow
Stortz spanner (2)	(2) ICE Rescue Suits	Gated wye
2 1/2" Playpipes (2)	LEFT REAR TOP	Wall hydrant wrench
2 1/2" Fog Nozzle (2)	150' 1 3/4 Hosepack	2 1/2" cap
Stabilizer Jack Plate	Flat shovel	2 1/2" double male
28' Extension Ladder	Push broom	2 1/2" double female
16' Roof Ladder	Broom handle	2 1/2" plug
Spare Air Bottles (4)	LEFT JACK	1 1/2"double male
Stokes Litter	Standpipe Bag	1 1/2" double female
Fire Extinguisher		1 1/2" cap
Hydrant wrench	LEFT REAR WHEEL	2 1/2" to 1 1/2" reducer
RIGHT FRONT	Spade Shovel	4"Storz to 2 1/2"NH reducer
PPV Fan	150' 1 3/4 Hosepack	LEFT JUMP SEAT
(2) Hall Runners	LEFT FRONT WHEEL	Ladder Belt

(2) 12x16 Canvas Tarps	SCBA (3)	SCBA
(8) 12x16 Poly Tarps	Hydrant glycol	Box light
(2) Carry-Alls	Bolt cutters	Flat Head Axe
	Pry Bar	AERIAL TIP
	Hydrant Glycol Spray Bottle	Pick Head Axe
RIGHT JACK		Pike Pole
Fuel - Unleaded		PRECONNECTS
Fuel - Mixed		200' 1 3/4 Red
Funnel		200' 1 3/4 Blue
	When first out status	200' 1 3/4 white