



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

Request for Proposal
RFP 102012
Date of Issue: August 24, 2011

Joint Ambulance Purchase

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

Thomas Hall
Town Manager

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Information & Deadline for RFP

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

Bidders must submit six (6) copies of their proposal, in writing, to the Purchasing Agent in a sealed envelope. It must be addressed as follows:

Attention: ***Town of Scarborough, Purchasing Agent***
Request for Proposal (RFP) Number: ***102012***
Joint Ambulance Purchase
259 US Route One
P. O. Box 360
Scarborough, ME, 04070-0360

Proposals must be received no later than 3:00 P.M., EDT on **September 16, 2011**. Faxed and/or emailed proposals are not acceptable.

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

Contact info:

Kim Massa, Purchasing Administrative Assistant
EMAIL - kmassa@ci.scarborough.me.us
PHONE ***207-730-4083*** - FAX ***207-730-4167***

The Preferred method of contact is via email.

1.02 Contract Term and Work Schedule

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

1.03 Purpose of the RFP / Background Information

The Town of Scarborough is jointly working with the Towns of Freeport, North Berwick, Raymond, and Standish, and the City of Saco to solicit proposals for a five year joint contract for the purchase of ambulances. Over the life of the contract the municipalities anticipate purchasing a total of 16 similar style and model ambulances. The Town of Scarborough is facilitating this Request for Proposals and process to select a vendor with whom each individual community will further negotiate and award a contract(s) to furnish an ambulance(s) and equipment that best meets each community's operational needs over the life of the contract.

The six communities that are participating in this joint RFP operate municipal fire based EMS services in Southern Maine using similar makes and models of ambulances. The intent of this RFP is to provide a five year contract for the purchase of multiple base model ambulances with a standard cab and chassis configuration. Each community maintains the right to purchase, or not purchase, an ambulance in any year of the contract based on their individual needs and the local appropriation of funding for such purchases.

1.04 Budget

The various communities will individually appropriate the funds for these apparatus as necessary during their individual budget processes over the life of the contract.

1.05 Required Review

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

1.06 Questions Received Prior to Opening of Proposals

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

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

1.07 Amendments

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

1.08 Alternate Proposals

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

1.09 Right of Rejection

The City and Towns involved in this joint purchase reserve the right to accept or reject any or all bids should it be deemed in the best interest of the City or Town, to waive any minor discrepancies or technicalities, to further negotiate with any bidder, and the right to inspect the equipment prior to delivery.

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

Minor informalities that may be waived by the Purchasing Agent:

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

1.10 Town Not Responsible for Preparation Costs

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

1.11 Disclosure of Proposal Contents

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

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

1.12 Bidder's Certification

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

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

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

1.13 Conflict of Interest

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

1.14 Solicitation Advertising

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

1.15 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the individual community's official representative.

1.16 Dispute Resolution

Any controversy or claim arising out of or related to this Proposal and subsequent Contract that cannot be resolved between Community and Bidder shall be submitted to the Superior Court for Cumberland or York County, Maine (whichever is applicable).

1.17 Severability

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

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

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

2.02 Site Inspection

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

2.03 Amendments to Proposals

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

2.04 Supplemental Terms and Conditions

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

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

2.05 Clarification of Offers

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

2.06 Discussions with Bidders

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

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

2.07 Prior Experience

Minimum prior experience details will be discussed in Section 5.03 "Manufacturer's Qualifications" of the RFP.

2.08 Evaluation of Proposals

An evaluation committee comprised of representatives from each participating community will evaluate the proposals. The evaluation will be based solely on the evaluation factors set out in Section 7 of this RFP.

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

2.09 Federal Tax ID

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

2.10 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location in the participating City and Towns.

2.11 Contract Negotiation

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

Contract negotiations will take place in the communities participating in this RFP, therefore the bidder will be responsible for their travel and per diem expenses.

2.12 Failure to Negotiate

If the selected bidder

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

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

2.13 Notice of Intent to Award — Bidder Notification of Selection

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

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Approval

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

3.02 Proposal as a Part of the Contract

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

3.03 Additional Terms and Conditions

The City/Towns reserve the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.04 Insurance Requirements

Due to the high cost of replacement of this apparatus, and for the protection of the Communities, the bidder must provide proof of liability insurance in an amount of at least \$2,000,000.

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

3.05 Bid Bond - Performance Bond

Bid Bond

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

Performance Bond

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

3.06 Contract Funding

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

3.07 Proposed Payment Procedures

The City & Towns agree to pay the total sum of the contract price at the time of acceptance and upon receipt of a bill for all items covered under the purchase agreement for each apparatus purchased during the life of this contract. Bidders should take into account any discounts and time allowances in accordance with the above policy. Bidders should also quote a price exclusive of all federal, state, and local taxes.

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

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

- (a) Termination of the award.
- (b) Reimbursement of all costs associated with awarding of the bid to the next highest ranked bidder.
- (c) Payment of any damages to the Town caused by the delay, including any increase in costs associated with

- selecting the next highest ranked or available bidder on the project.
- (d) If there is no additional available bidder on the project, payment to the Town of all costs associated with re-bidding the project.
 - (e) Any other legal remedies available under Maine law for breach of a contractual agreement.

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

3.08 Termination for Default

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

This clause does not restrict the Town's termination rights under the contract provisions of Appendix A, attached.

SECTION FOUR INSURANCE REQUIREMENTS

4.01 Indemnification and Insurance

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the City/Towns from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the City/Towns for a claim of, or liability for, the independent negligence of the City/Towns. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the City/Towns, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City/Towns", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City/Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

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

Proof of insurance is required for the following:

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

WORKERS COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract as awarded pursuant to these

Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. All coverage shall be in accordance with State of Maine laws in effect and the requirements of the Workers Compensation Board.

LIABILITY INSURANCE:

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

- (a) For liability, for bodily injury, including accidental death \$2,000,000 on account of one occurrence and \$2,000,000 aggregate limit.
- (b) For liability for property damage \$400,000 on account of any one occurrence and \$400,000 aggregate limit.
- (c) All policies shall be so written that the City/Towns will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of Insurance and copies of actual policies from the Contractor's insurance carrier shall be filed with the City/Towns before operations may begin. Certificates shall make no claims against the City/Towns or their officers for any injury to any of his officers or employees for damage to his trucks or equipment arising out of work contemplated by this Contract.

AUTOMOTIVE LIABILITY INSURANCE:

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

SECTION FIVE SPECIFICATIONS

5.01 Intent

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

It is not the intent of these specifications to favor any one manufacturer and, therefore, should not be considered restrictive. Throughout these specifications there are references to certain brand-name components from particular manufacturers that have been included for specific reasons. The specifications have been designed to derive acceptable performance criteria. The model bid must have been in production and available to the fire service for a period of not less than five years. It is further intended that the latest edition of the KKK 1822F specification shall apply. If during the term of this contract, Maine EMS recognizes the N.F.P.A. #1901 standard for ambulances it shall then apply in total unless otherwise specifically omitted.

5.02 Variance from Specifications

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

purchase price of the vehicle.

Under no conditions will any deviation from these specifications be acceptable without the written consent of the town official from the affected community. Neither the City/Towns involved, nor any of its agents or officials, shall be held liable for any infringements of patents or patented processes, devices, or articles used in the manufacture of the proposed ambulance apparatus, or any of the appliances furnished under the contract.

The bidders list of "EXCEPTIONS TO SPECIFICATIONS" shall be so numbered as to correspond to the reference number of that item in these specifications for the ease of comparison.

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

5.03 Manufacturer's Qualifications

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

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

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

The bidder shall clearly state the warranty provided against defects in material and workmanship for all parts and components of the proposed apparatus. The warranties for all parts and components shall be provided by the apparatus manufacturer.

5.04 Delivery

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

The apparatus shall be delivered to the purchasing City/Town under its own power to assure adequate break-in while under warranty. A qualified factory representative shall be sent to the community to train personnel on the operation and maintenance of the apparatus to the satisfaction of the purchasing community.

5.05 Contract Award

The City/Towns reserve the right to reject any or all bids and to accept the bid considered to be in their best interest. The City/Towns also reserve the right to negotiate a purchase price higher or lower with any of the bidders.

Within fourteen days following the awarding of the contract, the successful bidder shall send a certified engineer and salesman to Scarborough, or arrange for a teleconference to confer with the City/Town's representatives on all details of the specifications, to assure that both parties to the contract are in complete agreement on all phases of construction and design of the apparatus. Said engineer shall provide such technical and engineering data as may be required.

5.06 Acceptance Authority

Each City/Town shall designate an official representative who shall be the acceptance authority. Acceptance shall be made following an initial inspection at the factory (if so specified) and a complete inspection and certification test in the City/Town upon delivery for compliance with the specifications.

The acceptance will not be made until successful completion of all acceptance tests and requirements detailed herein; and the submission of all data required of the manufacturer under the latest edition of KKK 1822F, NFPA #1901, National Board of Underwriters, and other such requirements that the City/Towns have requested from the successful bidder. All the appropriate KKK, NFPA, and D.O.T. standards applicable must be in compliance upon delivery of the apparatus before acceptance can be made.

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

5.07 General Requirements

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

The apparatus, and all major components, shall be manufactured in the United States. Where these specifications indicate a specific brand name, model number, dimension, or capacity, the same shall be supplied. These items were selected for their reliability and availability of replacement on a local basis. Any deviation must be clearly listed under variance to specifications as outlined in section 5.02 Variance from Specifications.

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

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

If these specifications either in whole or in part do not meet all Federal and State D.O.T. regulatory compliance and safety requirements set forth by the Occupational Health Administration (OSHA), it shall be the responsibility of the successful bidder to bring the specified unit to compliance prior to award of bid. It is further intended that the latest edition of KKK 1822F and/or N.F.P.A. # 1901 shall apply in total unless otherwise specified.

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

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

Should the bidder find any discrepancies, omissions, conflicts, or be in doubt as to the meaning of any section of

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

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

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

The manufacturer must supply, at the time of delivery, two complete and detailed operation, service and maintenance manuals on CD-ROMs. The electronic manuals shall include the following information:

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

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

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

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

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

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

In as much as the apparatus will be subject to emergency service for a period of fifteen (15) years, the manufacturer must certify the following:

- (a) Parts and service for all components shall be available for fifteen (15) years.
- (b) The unit proposed is not a prototype, and is of an established model and design.

5.08 Specification Details

The specification details are located in Appendix B and are the minimum requirements provided for a Type III Ambulance. The bidder shall respond with detailed specifications of how they intend to meet the various components listed including sufficient detailed documentation, CAD drawings, certificates, etc. to properly evaluate the proposal. It is understood that each individual community's EMS service may have different specification requirements above and beyond this base specification that will be negotiated with the selected vendor on an individual basis:

5.09 Contract Terms

- 1.0 The City/Towns are interested in entering into a multi-year contract to reduce costs to both parties by standardizing specifications and conducting one joint RFP process which will result in the purchase an estimated 16 similar ambulances over the term of the initial five (5) year contract period.
- 1.1 The initial contract shall be for a period of five (5) years with an option to renew for another five (5) years upon mutual agreement between the manufacturer and any or all of the City/Towns.
- 1.2 The bidder shall publish a price for the base model ambulance described in this RFP for each year of the five (5) year contract. The price bid in each year of the contract must be valid for orders placed in the fiscal period July 1 – June 30 in each year.
- 1.3 The bid price should reflect any volume discounts or savings for this multi-community joint RFP.
- 1.4 The bidder may include annual inflation adjustments for the cost of cab & chassis or other components of the ambulance as long as they are clearly identified so they can be fairly evaluated during the RFP review process.
- 1.5 Each community operates slightly differently and has different needs depending on their particular EMS service. Each community will likely have the need to negotiate various options above and beyond the base bid for each unit purchased from this contract. The contract must allow for these individual negotiations and the cost for any of the options must be tied to the manufacturer's regularly published price list.
- 1.6 Because each City/Town operates under a municipal form of government, and has their own budget procedures and processes which do not guarantee funding in any future fiscal year for capital purchases, no community is bound to purchase any number of ambulances in any year of this contract and there are no penalties for failing to purchase one or more units in any given year of the contract.

5.10 Trade-In Option

- 1.0 Some of the City/Towns replace their ambulances on a regular schedule and may be interested in a trade-in option.
- 1.1 The RFP should include an option for a guaranteed trade value based on percentage of the original purchase price with various options for age and mileage. The following example provides an illustration of how a dealer may configure this trade-in option:

Age of Ambulance	Mileage @ time of trade	Trade Value (as % of original purchase price)
3 years	< 50,000 miles	50%
3 years	<65,000 miles	45%
4 years	<70,000 miles	40%

This chart is for illustrative purposes only. Bidder should design their own trade-in option incentive to encourage replacement of ambulances on a regular basis while recognizing there is significant residual value in properly maintained apparatus.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The Proposal is to furnish a number of Ambulances to the City/Towns involved in this joint RFP over the life of the contract. The City/Towns discourage overly lengthy and costly proposals, however, in order for the communities to evaluate proposals fairly and completely, bidders must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

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

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

6.03 Content

Each Bidder shall submit six bid packages (one for each community) with their bid containing the following information:

- (a) Location of the factory where the apparatus will be built.
- (b) Two full sets of the specifications for the proposed vehicle including sufficient cuts, drawings, photographs, sketches or other data that will completely describe the apparatus.
- (c) Two complete lists of major component parts of the vehicle and their parts and identification numbers (successful bidder only).
- (d) Two copies each of the certified torque and horsepower curves of the proposed engine.
- (e) Photographs of similar units manufactured by the bidding company, showing views from the front, rear, sides, each quarter, and from the top of the vehicle.
- (f) Accurate statements as to the weight, wheel base, and vehicle dimensions.
- (g) Properly certified data from the chassis manufactures covering the rated G.V.W., axle ratings, frame dimensions, tensile strength of the frame components, and R.B.M. values.
- (h) Request for bid withdrawals must be made by certified mail prior to the submittal deadline. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal after bids have been opened.
- (i) The successful bidder must submit Two (2) D size (24" x 36") scaled blueprints exactly to these specifications to 1/16" scale, prior to construction.
- (j) A current statement of financial condition and Dunn & Bradstreet rating is required to be included in the bid. The past and present financial condition of the bidder will be seriously considered during bid evaluation

6.04 Requirements for Non-Collusive Bidding Certification

- (a) No bid will be considered, nor will any award be made, to any bidder who has not certified under penalties of perjury to the statement of non-collusion contained in the manufacturer's bid. If in any case the bidder cannot make such certification he shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore.

- (b) If such non-collusion bidding certification has not been made by the bidder, the bid shall not be considered for award, nor shall any award be made, unless purchaser determines that disclosure was not made for the purpose of restricting competition.
- (c) The fact that a bidder: has published price lists, rates, or tariffs covering the item being procured, or has informed prospective customers of proposed or impending publication of new or revised price list of such items, or has sold the same items to other customers at the same prices being bid, does not constitute disclosure, without more of a disclosure within the meaning of the certification of non-collusion. Any bid containing a corporate bidder's certification to the statement of non-collusion shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification of non-collusion as the act and deed of the corporation.

SECTION SEVEN

EVALUATION CRITERIA & MANUFACTURER SELECTION

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

It is the bidder's responsibility to provide a detailed proposal including sufficient documentation, CAD drawings, certificates of warrantee, etc. to evaluate their proposal based on the following evaluation matrix:

7.01 Understanding of Project & Adherence to Specifications (5 Points)

Proposals will be evaluated against the questions set out below:

- (a) How well has the bidder demonstrated a thorough understanding of the scope of the project?
- (b) How clear is the bidder's proposal?
- (c) How well has the bidder complied with the details of the RFP?
- (d) How complete is the proposal as presented?
- (e) How close does the proposal meet specifications?
- (f) Have any variations from specifications been clearly identified and documented?
- (g) Are clear alternate solutions provided for any variations from specifications?

7.02 Experience and Qualifications (5 Points)

Proposals will be evaluated against the questions set out below:

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

7.03 Sales Support and Service (10 Points)

Proposals will be evaluated against the questions set out below:

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

7.04 Contract Cost (30 Points)

30% of the total evaluation points will be assigned to the cost of the proposal.

Converting Cost to Points

The lowest cost proposal that most closely meets specifications will receive the maximum number of points allocated to cost.

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

7.05 Quality, Durability, and Value (50 Points)

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

Proposals will be evaluated against the questions set out below:

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

SECTION EIGHT ATTACHMENTS

8.01 Appendix A – Evaluation Form

Evaluation Criteria	Total Points Available	Score
Understanding of Project & Adherence to Specifications	5	
Experience & Qualifications	5	
Sales Support & Service	10	
Contract Cost	30	
Quality, Durability, and Value	50	

8.01 Appendix B – Official Bid Form

Vendor is to check that they comply or take exception to each item listed below.
 All exceptions must be documented with a complete explanation as noted in section 5.02.

Comply	Exception	Description
		1.0 Cab, Chassis & Engine
		1.0.1 Chevrolet Express Commercial CG4500 cutaway chassis with a 159" wheel base.
		1.0.2 Duramax 6.6 L Turbo V8 Diesel
		1.0.3 MN8 automatic, 6-speed, heavy duty transmission with internal transmission cooler
		1.0.4 50U - Summit White exterior color
		1.0.5 93G - Medium Pewter interior color
		1.0.6 2WT - Preferred equipment group
		1.0.7 C71 - 14,200 lb. GVW
		1.0.8 57 gal. fuel tank
		1.0.9 YF2 - Ambulance prep package
		1.0.10 ZQ2 & ZQ3 - Convenience packages
		1.0.11 ZX2 – Seating arrangement
		1.0.12 AS5 – Front driver & passenger high-back, adjustable, bucket seats with cloth trim
		1.0.13 U1C – Audio system, AM/FM stereo with CD player
		1.0.14 D31 – Mirror, inside rearview
		1.0.15 BNC – Body, soft mount donut and bolt
		1.0.16 V10 – Cold climate package
		1.1 Wheels & Tires
		1.1.1 ZHF - Spare Tire LT225//75R 16E all-season, black wall
		1.1.2 8R2 – long brass tire valve stems for dual rear wheels
		1.2 Ambulance Body
		1.2.1 Ambulance body to be a Type III, top quality, production model specifically designed for fire based EMS emergency service use.
		1.2.2 Minimum exterior modular body length to be 170"
		1.2.3 Minimum interior headroom to be 72"
		1.2.4 Module body to include provision for full dual workstations on each side of the module
		1.2.5 Module to include a provider occupant protection system
		1.2.6 8" cab to body recess – The bulkhead behind the driver and passenger seats shall be recessed into the body to allow for greater recline for driver & passenger seat and to provide space for mounting equipment or gear.
		1.3 Body Compartments
		1.3.1 Bidder to provide detailed information including size and construction specifics of both the exterior and interior compartments.

Comply	Exception	Description
		1.4 <u>Electrical System</u>
		1.4.1 Bidder to provide detailed information on their 12 Volt electrical system including the size of the wiring, circuit breakers, and relays used as well as how it is organized and labeled for ease of future maintenance.
		1.4.2 A combination load manager/sequencer shall be installed in the driver's console. This load manager shall automatically shed load to maintain balance between alternator output and draw.
		1.4.3 The apparatus shall include a separate 115 Volt AC electrical system designed and tested to meet the NFPA National Electric Code (NEC).
		1.4.4 The apparatus shall include a shoreline system for maintaining battery charge and to power auxiliary equipment that requires charging while the apparatus is parked not running.
		1.5 <u>Warning Equipment</u>
		1.5.1 Bidder shall provide details of the included apparatus emergency warning equipment.
		1.6 <u>Delivery Requirements</u>
		1.6.1 State of Maine Application for Title
		1.6.2 State of Maine commercial vehicle inspection
		1.6.3 State of Maine temporary registration
		1.6.4 Apparatus fuel tank to be full at time of delivery
		1.6.5 Apparatus to be cleaned and detailed both inside and out, for final delivery
		1.7 <u>Optional Equipment</u> -- please bid separate from base bid with individual prices
		1.7.1 It is understood that the local EMS services will most likely be negotiating options to the base model as well as optional equipment to this base bid due to the different needs and preferences of each service.
		1.7.2 The bidder shall provide a separate quote, for one (1) inspection trip to the factory by two officials of the purchasing community. The timing of trip shall be scheduled with the successful bidder. The cost of transportation, food, and lodging shall be borne by the bidder. A description of this trip is to be included in the proposal and the cost shall be listed as an optional item
		1.8 <u>RFP Content Requirements</u> from section 6.03 and other sections
		1.8.1 Location of the factory where the apparatus will be built.
		1.8.2 Two full sets of the specifications for the proposed vehicle including sufficient cuts, drawings, photographs, sketches or other data that will completely describe the apparatus.
		1.8.3 Two complete lists of major component parts of the vehicle and their parts and identification numbers (successful bidder only).
		1.8.4 Two copies each of the certified torque and horsepower curves of the proposed engine.
		1.8.5 Photographs of similar units manufactured by the bidding company, showing views from the front, rear, sides, each quarter, and from the top of the vehicle.
		1.8.6 Accurate statements as to the weight, wheel base, and vehicle dimensions.
		1.8.7 Properly certified data from the chassis manufactures covering the rated G.V.W., axle ratings, frame dimensions, tensile strength of the frame components, and R.B.M. values.

Comply	Exception	Description
		1.8.8 A current statement of financial condition and Dunn & Bradstreet rating is required to be included in the bid. The past and present financial condition of the bidder will be seriously considered during bid evaluation
		1.8.9 Statement of Non-Collusion provided, Section 6.04
		1.8.10 Bidder has provided the information required under Manufacturer's qualifications listed in Section 5.03
		1.8.11 Bid bond is included with proposal per section 3.05

Contract Year	Base Model Price	Pre-Payment Discount Option
7/1/11 – 6/30/12		
7/1/12 – 6/30/13		
7/1/13 – 6/30/14		
7/1/14 – 6/30/15		
7/1/15 – 6/30/16		

Trade Value Option:

Age of Ambulance	Mileage @ time of trade	Trade Value (as % of original purchase price)

Company: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Authorized Representative: _____

Signature: _____ Date: _____

Vendor list for Ambulance RFP
July 2011

Medtec - Daniel Brock
1-800-245-4543 cell 207-251-8311, drbrotam@roadrunner.com
Minuteman Fire & Rescue Apparatus
2181 Providence Highway
Walpole, MA, 02081
www.minutemantrucks.com

Road Rescue - Terry McCart
1-800-553-6094 Ext. 34, terry@nervinc.com
North Eastern Rescue Vehicles
10 Dwight Park Drive
Syracuse, New York 13209

Horton - Tyler Nash
207-729-4738, tnash@greenwoodev.com
Greenwood Emergency Vehicles
19 Summit St
Brunswick, ME 04011

PL Custom - Ron Morin
Office: 800-660-4307, cell 650-3090, rsgvehic@tdsteime.net
Sugarloaf Emergency Vehicles
411 US Rte 2 East
Wilton, ME 04294

Braun - Paul Daigle
207-543-6262, pauld@autotronics.net
Autotronics/FND Inc.
P. O. Box 535
Madawaska, ME 04756

Life Line - Al Hooper
888-699-0616, mhooper@svine.com
Specialty Vehicles, Inc.
58 George Leven Drive
North Attleboro, MA 02760

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



Town of Scarborough, Maine

US ROUTE ONE, PO BOX 366
SCARBOROUGH MAINE • 04070-0360

NOTICE OF INTENT TO AWARD

THIS IS NOT AN ORDER

DATE ISSUED: 10/05/11

RFP NO.: 102012

ITS OPENING DATE: 09/16/11

ITB SUBJECT: JOINT AMBULANCE PURCHASE

This is notice of the Town's intent to award. The figures shown here is a tabulation of the offers received with the bidder to be awarded highlighted. Bidders, identified as such, are instructed not to proceed until a Purchase Order, Contract Award, or other form of notice is given by the Purchasing Agent or Department Authority.

Evaluation Criteria	Total Points Available	PL Custom	Medtec	Horton	Braun	Road Rescue
Understanding of Project/Adherence to Specs	5	5	4	3	3	1
Experience & Qualifications	5	5	4	4	4	3
Sales Support & Service	10	8	5	8	4	2
Contract Cost	30	30	25	19	15	9
Quality, Durability & Value	50	48	33	32	30	21
Totals	100	96	71	66	56	36

SUMMARY

The Town of Scarborough, on behalf of the Towns of Freeport, North Berwick, Raymond, Scarborough, Standish and the City of Saco, intends to award RFP 102012 Joint Ambulance Purchase to Sugarloaf Emergency Vehicles for PL Custom brand ambulances.


Tom Hall
TOWN MANAGER

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