**HARVARD FIRE PROTECTION DISTRICT**

**PUMPER APPARATUS – FIRE ENGINE**

 **REQUEST FOR PROPOSALS**

 **Due February 8, 2019**

1. **INTRODUCTION**

The purpose of this request for proposal is to enter into a contract with a licensed, qualified firm for the manufacture, delivery, training and service of an emergency response vehicle. Specifically, a pumper apparatus/fire engine meeting or exceeding all applicable National Fire Protection Association (NFPA) standards and the specifications set forth in this bid document. The Harvard Fire Protection District intends to utilize the pumper apparatus purchased as a result of this bid for a period of 20 years or more. The pumper apparatus will respond on fire, and EMS emergencies, as well as special hazards incidents, to protect the 16,000 citizens and visitors within the 108.5 square mile Harvard Fire Protection District, and also to nearby Fire Districts upon their request for assistance. This initiative is to enhance customer service by providing customers with modern, dependable firefighting technology. The qualified proposer is to provide a turnkey program that delivers a state-of-the-art pumper apparatus along with support services.

1. **STATΕΜENT OF MINIMUM SERVICE REQUIREMENTS TO BE PERFORMED**

The Harvard Fire Protection District desires a qualified firm to manufacture, inspect, test, deliver, service and warranty a pumper apparatus.

The District reserves the right to modify design specifications during the term of the bidding period. The District is responsible to notify all vendors of any changes in bid specifications. The vendor will be responsible to make any necessary changes to the bid submittal at no expense to the District

The District desires the most modern and acceptable pumper apparatus available. It will be the obligation of the proposer to provide a vehicle that completely meets the functional needs as identified in this document. This includes any personnel, set up fees, labor, travel, equipment, hardware, software, software upgrades and service programs or training deemed necessary. To aid the District in fully understanding each proposal submitted, and to ensure that full awareness is given to each aspect of the proposal, any deviation from the requirements specified in this document must be clearly noted and referenced to the subject area of the RFP.

See attached specifications for design and construction criteria for proposed pumper apparatus.

NOTE: The District acknowledges that the 60 day delivery period may limit some vendors to submit bid specifications on vehicles already constructed. As long as the scope and intent of the bid specifications are met, the District will consider bids which deviate from the specifications contained within this RFP. The District reserves the right to determine which specifications may be altered.

1. **ELEMENTS OF PROPOSAL: Provide one original and two copies of your proposal.**

A transmittal letter prepared on the vendor's business stationary shall accompany the proposal. The purpose of the letter is to introduce the proposal and therefore should be brief. The letter must be signed by an individual who is authorized to bind this firm to all statements, services and prices contained in the proposal.

Proposals must contain the following sections:

* Organization Overview - This section should provide complete information of firm, including type of license(s) held and history and description of the firm's qualifications to perform the requested scope of services.
* Experience and References - Proposers are to provide a minimum of (5) five customer references from calendar year (CY) 2018 and 2 customer references from CY2013 with similar vehicles to this RFP from comparable fire/rescue districts. The proposer shall identify the company or government by name, city, state, population (if a government agency), name and telephone number of contact person. The District reserves the right to contact and establish an interview with references or clients in person or by telephone.
* Additionally, each vendor shall be required to show proof that they have been continuously engaged in the field of fire/rescue vehicle manufacturing for a duration of not less than five years. The District reserves the right to request additional reference information from the proposer.
* Proposal Qualifications - the proposer shall identify key personnel, as individuals, who will be involved in the manufacture, inspection, testing, delivery, sales, service and warranty of the pumper apparatus identified in this RFP. The successful vendor shall not assign nor sublet this contract in whole or in part without the written consent of the Harvard Fire Protection District.
* Implementation and Timeline - Each proposer shall include a detailed plan and timeline for the delivery of pumper apparatus. This shall include, but not be limited to, a schedule of all activities related to manufacturing, including modifications, testing and delivery of a frontline pumper apparatus.
* Financial Statement - The firm must provide recent financial statements if requested.
* Costs/Fees-Provide a proposed cost for a pumper apparatus meeting the specifications set forth in this RFP. The proposed fee shall include all related costs, overhead expenses, delivery and training fees, etc. All costs must be listed, no hidden costs will be considered at later date. The proposer shall provide an hourly consulting fee for additional services that will be fixed during CY2019, should the District desire to obtain additional Services. Vendor must list all costs, no hidden fees will be accepted at a later date. The Harvard Fire Protection District assumes no responsibility and liability for costs incurred by parties responding to this RFP or responding to any further request for interview, additional data, etc... prior to the issuance of the contract.
* Value Added Services - Detail any additional services that would be available through your firm as part of the proposed agreement.

**Submission Deadline**

Proposals must be submitted in a sealed envelope no later than 12:00 PM on February 8, 2019.

Attn: Harvard Fire Protection District

Jeri Loiselle

502 S. Eastman Street

Harvard, Illinois 60033

Proposals received after this deadline or transmitted by facsimile will not be accepted.

**Bid Opening**

Properly submitted proposals will be publicly opened during a meeting of the Harvard Fire Protection District, Board of Trustees on Tuesday, February 12, 2019 at 1pm.

1. **SELECTION CRITERIA**

Outlined below are the key selection criteria that will be used to evaluate the responses and select a finalist.

o Ability to provide the required vehicle and services.

o Qualifications of the firm.

o Experience with governmental entities

o Proposal responsiveness

o Fees/Costs

1. **GENERAL REQUIREMENTS**
2. Insurance Requirements
3. The vendor shall not commence work until the vendor has obtained all insurance required in these documents. The vendor shall purchase and maintain, throughout the duration of the contract, insurance as is appropriate for the work being performed and furnished and shall provide protection from claims which may arise out of or result from the vendors performance and furnishing of the work and vendors other obligations under the contract documents, whether it is to be performed or furnished by the vendor, by anyone directly or indirectly employed by them or by anyone for whose acts apply to any of them may be liable.
4. Insurance required by this Section shall be written with a company having at least an "A Property-Casualty Rating, and financial size of at least Class 7 as listed in the most recent published A. M. Best’s Insurance Guide.
5. The District shall be named as additional insured. The coverage afforded shall be primary and non-contributory for the additional insured with respect to claims arising out of operations performed by or on behalf on the vendor. If the additional insured has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of the vendor's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance.
6. As a minimum, the vendor shall secure and maintain the types of insurance as hereinafter specified, and shall submit evidence to the District that the insurance coverages are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the District, but regardless of such acceptance it shall be the responsibility of the vendor to main adequate insurance coverage until final payment and at all times thereafter when the vendor may be correcting, removing, or replacing defective work in accordance with the General Conditions and Instruction to Bidders. Failure of the vendor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.
7. The vendor shall forward original copies of the Certificates of Insurance with the coverage's and limits specified to the Board of Trustees Office, Harvard Fire Protection District, 502 S. Eastman Street, Harvard, IL 60033.
8. Insurance Certificates and Policies delivered to the District shall recite that 30 days prior written notice will be given to the District by certified mail before any policy is materially changed, canceled, or not renewed.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

The insurance shall protect the vendor against all claims under applicable State or Federal Worker's Compensation Laws. The vendor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include “broad form all states' endorsement coverage extended to cover all states except the monopolistic fund states.

The liability limits shall not be less than:

1. Worker's Compensation.................................... Statutory

2. Employer's Liability......................................... $1,000,000 per occurrence

 BUSINESS AUTO LIABILITY:

The insurance shall be written in automobile liability form and shall protect the vendor against all claims for injuries to persons and damages to property arising from the ownership, maintenance or use of any motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, non-owned or hired.

The liability limits shall not be less than:

1. Bodily Injury and Property Damage Combined.......... S1,000,000 per occurrence

COMMERCIAL GENERAL LIABILITY, INCLUDING PREMISES AND OPERATIONS, CONTRACTUAL PERSONAL INJURY, PRODUCT LIABILITY, COMPLETED OPERATIONS AND BROAD FORM PROPERTY COVERAGES:

(a) This insurance shall be written in Commercial General Liability form and shall protect the Vendor against all claims arising from injuries to persons or damages to property caused by any act or omission of the Contractor or his agents, employees or Subcontractors. The Vendors General Aggregate shall apply on a per Project basis. The Broad Form General Liability Endorsement shall be included.

(b) In addition, this policy shall contain a Contractual Liability Endorsement covering any Contractual Liability assumed in the Contract and all changes and modifications thereto, whether in writing or oral.

(c) The scope of the coverage shall also include the Personal Injury Hazards including 'a, b, and “c”. “a” includes false arrest, malicious prosecution, and unwillful detention or imprisonment. “b' includes libel, slander, and defamation of character. “c” includes wrongful eviction, invasion of privacy, and wrongful entry. Employee exclusion shall be removed.

(d) The Policy shall also include Broad Form Property Damage Protection.

(e) The vendor shall include all the vendor's employees as additional insured under the policy.

(f) Commercial General Liability Coverage shall contain no exclusions for explosion, collapse or underground work (X, C, U).

1. Bodily Injury and Property Damage.......................... S 1,000,000 per occurance

Combined....................... S2,000,000 aggregate

2. Personal Injury Liability. .. . . . . . . . . . . . . . . . . . . . . . . . BFGL aggregate

(h) The vendor may furnish coverage for bodily injury and property damage for Business Auto Liability and Commercial General Liability through the use of a combined limit as indicated above or through separate single limits acceptable to the District.

UMBRELLA EXCESS LIABILITY:

Special coverage shall be as follows..................... S1,000,000 over primary insurance

Any contract resulting from this proposal shall require the successful contractor to maintain during the entire term of the contract, insurance for Professional Lability and commercial general liability coverage. The limits of insurance can be no less than S1,000,000.00 per occurrence and 1,000,000.00 aggregate.

The contractor will be required to submit a certificate of insurance naming the District as a certificate holder, prior to the contract inception. The certificate will provide for a mandatory thirty (30) days prior written notice to the District of any change or cancellation of the required insurance coverage.

LAWS GOVERNING

This contract shall be governed by and construed according to the laws of the State of Illinois.

INQUIRIES

Any questions regarding this RFP are to be submitted to the Harvard Fire Protection District, Attn: Jeri Loiselle, 502 S. Eastman Street, Harvard, Illinois, 60033, by phone at 815/943-6927 or email jloiselle@hfpd.org.

Should it be necessary to revise any portion of this RFP after it has been released, and addendum will be provided to each vendor whom the RFP was originally provided to.

The Harvard Fire Protection District reserves the right to reject any and all proposals, to negotiate with one or more parties, or to award the contract in the District's best interests, including proposed vendors schedule. All proposals will be analyzed for completeness and effectiveness with particular emphasis in providing a quality pumper apparatus. The District may seek additional information regarding proposals during the review process.

**Harvard Fire Protection District AFFIDAVIT OF COMPLIANCE**

Applicant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

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

Address

As a condition of entering into a contract with the Harvard Fire Protection District, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being first duly sworn on oath, deposes and states that he or she is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(sole owner, partner, joint ventured, President, Secretary, etc.) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and has the authority to

(Name of Company)

make all certifications required by this affidavit.

Section I

**Non Collusion**

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

**Bid Rigging and Rotating**

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

**Illinois Drug Free Workplace Act**

The undersigned further states that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of Company)

provides a drug free workplace pursuant to Illinois Statues, 30 ILCS 580/1, et seq and provides compliance with necessary requirements.

Section IV

**Tax Payment**

The undersigned further states that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Name of Company)

is not delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statues, 65 ILCS 5/1 1-42.1. The undersigned understands that making a false Statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the District to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name)

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

(Title)

Subscribed and sworn to before me this \_\_\_\_\_\_\_\_ day of 20\_\_\_, AD.

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

(Notary Public)

-Seal-

**HARVARD FIRE PROTECTION DISTRICT**

**INDEMINITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Harvard Fire Protection District, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the District may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Harvard Fire Protection District, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the District’s own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Harvard Fire Protection District, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Company)

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HARVARD FIRE PROTECTION DISTRICT

REFERENCES

Please submit at least (5) five customer references from calendar year (CY) 2018 and 2 customer references from CY2013.

Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vehicle Value $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vehicle Value $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vehicle Value $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vehicle Value $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vehicle Value $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vehicle Value $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vehicle Value $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_