



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

August 30, 2018

Subject: Invitation to Bid #1565-B, Pumper Fire Apparatus

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a bid for a custom cab / rescue body pumper fire apparatus. You are invited to submit a bid in accordance with the information contained herein.

A pre-bid conference will be held at 10:00 am on Thursday, September 13, 2018 at the county government offices, Suite 100, 140 Stonewall Avenue West, Fayetteville, GA 30214. You are invited and encouraged to attend, as this will be an opportunity for you to become more familiar with the project, and to ask questions.

Questions concerning this invitation to bid should be addressed to me in writing via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 3:00 pm, Tuesday, September 25, 2018.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Bid Number: 1565-B
Bid Name: Pumper Fire Apparatus

Your envelope *must* be sealed, and should show your company's name and address.

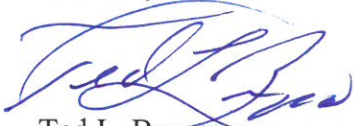
Bids will be received at the above address until 3:00 pm on Wednesday, October 3, 2018 in the Purchasing Department, Suite 204. Bids will be opened at that time.

Bids must be signed to be considered. Late bids cannot be considered. Faxed bids or emailed bids cannot be considered.

If you download this invitation to bid from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Thank you for participating in the solicitation process.

Sincerely,



Ted L. Burgess
Director of Purchasing

Invitation to Bid #1565-B: Pumper Fire Apparatus

COMPANY INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

FAYETTE COUNTY

**FIRE & EMERGENCY
SERVICES**

**REQUEST FOR BID
CUSTOM CAB/ RESCUE BODY
PUMPER
FIRE APPARATUS**

August 2018

Objective, Introduction and Intent of Specification

The primary objective of these specifications is to identify the most acceptable apparatus attributes for service in Fayette County, Georgia.

These specifications address specific requirements together with certain details as to finish, material preferences, equipment and appliances with which the successful bidder must conform.

Fayette County has prepared the following specifications and guidelines for the request for proposal for **one (1) Custom Cab Pumper Fire Apparatus with Rescue Style Body.**

The bidder shall bear the responsibility of insuring that the elements contained within the specifications are sound, safety conscious, and functional. This apparatus shall meet all current guidelines as established for fire apparatus by the Department of Transportation and the National Fire Protection Association.

All items and components found within this document are currently available by all manufacturers and available on the open market. The Purchaser may add the statement "No Exception" to a component or design feature in these specifications. In the interest of fleet conformity or specific performance requirements, the Purchaser will not permit exceptions taken to these item(s).

A non-mandatory pre-bid conference will be scheduled to field questions and clarify points vendors may have with the specifications.

A mandatory pre-construction conference will be held with the vendor and Fayette County personnel. This meeting will be scheduled after the award of the bid.

Statement of Need

Fayette County Fire and Emergency Services currently has apparatus which has been determined to be within the criteria for replacement and have been evaluated by the Fleet Manager with concurrence for replacement consistent with county policies and procedures for the replacement of vehicles. Funding through the vehicle replacement plan has been approved as a part of the Board of Commissioners FY 2019 budget adoption process.

Scope of Work

Advertisement and solicitation shall take place through the Purchasing Department for fire pumpers' purchase and the evaluation of the published selection criteria shall be conducted by fire department personnel with oversight by the County Manager. The successful bidder shall meet the terms and conditions outlined within the solicitation.

Proposal Response Requirements

Bidder's Responsibility and Qualifications

The manufacturer of the apparatus shall have an operating factory adequate and devoted to the manufacture of the vehicle herein specified. The intent of this section is to ensure single source responsibility for all equipment proposed by the bidder.

It is not the intent of these specifications to call for an unusual or experimental vehicle. Such proposals are not acceptable. Therefore, as proof of the ability to manufacture vehicles of the type called for in these specifications, the bidder must be able to show that they have manufactured at least ten vehicles of the "type" specified herein within the last two years. These specifications shall serve as a base specification and are not meant to prevent a manufacturer from exceeding this specification as a part of their normal construction process.

The bidder shall supply a list of **ten** agencies that have purchased similar vehicles. This list will contain the name, contact number, and purchase date of the vehicle.

Completion Inspection

Once the unit reaches 100% completion Fayette County will be notified and arrangements for an inspection confirmed. This inspection will be completed by three representatives from Fayette County. If this inspection takes place more than 300 miles from Fayette County then transportation will be by air. Lodging and meals shall be included.

Approval Drawings

Drawings shall be returned with the submission and shall depict the apparatus showing views of the right, left, front, rear, and top. This drawing shall list exact compartment dimensions, wheelbase lengths, over all vehicle length and height, and show where trays, tool boards, and fixed equipment are mounted.

Training

The successful vendor shall provide training for all designated operators upon delivery of the apparatus. This training will be conducted on three consecutive days, once for each shift. Should training be longer than eight hours then full one week, including a Saturday, shall be provided. This training shall be conducted on site at Fayette County with the actual apparatus purchased.

Warranty

All bidders shall state the length and terms of warranty of the completed apparatus. The listing shall be broken down into the apparatus body, chassis, paint, electrical and any additional equipment added.

State Delivery Time

The bidder shall state the days required for delivery of the apparatus, in the space provided on the Pricing Sheet.

Mechanical Service

This bid requires the successful bidder to have both a fixed service facility and mobile service capability within 100 miles of Fayette County. The use of Fayette County Fleet Maintenance under contract will not be considered as having a fixed facility. This service capability shall be available within 24 hours of request at either the fixed location or with mobile service. Once a service request is made a scheduled service call shall be arranged with a factory authorized representative of the manufacturer or the OEM. Any service technician from the manufacturer shall be certified as an Emergency Vehicle Technician.

Minimum Requirements

There are no overall height or length restrictions.

Cab & Chassis Requirements

Custom Cab: Aluminum, four-door fully enclosed, severe duty construction, 12" raised roof from centerline to rear, with electric-over-hydraulic tilt for engine access. Gray interior color.

Two Wheel Drive

Engine: Cummins L9 - 400 Horsepower minimum with Engine Compression Brake.

Fuel Tank: Minimum 50 gallon tank.

Heat/ Air Conditioning: Factory installed. Discharge outlets arranged to efficiently heat and cool the entire cab. A split/dual climate control system for front and rear heat/cool is acceptable.

Transmission: Allison Automatic EVS 3000P 5 Speed.

Alternator: 320 Amp with internal rectifier and adjustable regulator.

Batteries: 4 – Group 31 with 925 CCA.

Steering: Full power.

Mirrors: Velvac 2010 heated, remote controlled, stainless steel with break-away mounts.

Tires: Front: Highway steering tread. Rear: All season traction. All with LED tire pressure indicators.

Wheels: Front/Rear sized appropriately for the specified loading of water/form, body and equipment. Painted **RED** with lug nut covers and axle covers to be included.

Axles/Brakes/
Suspension:

Axles/Brakes/Suspension sized appropriately for the specified loading of water/foam, body and equipment. Shock absorbers as appropriate for this application.

Air Horns: Dual air horns, controlled by foot switches. Switches mounted in the cab floor, one on driver's side, one on officer's side. Air horns to be punched into the front bumper and supplied by the OEM compressor and air storage tank.

High Idle: A high idle system will be installed and controlled via switch mounted in the cab. The system will increase the engine speed to a preset RPM for increased alternator output.

Seating: All seating shall be highback style, gray in color, of a material suited for the application and equipped with three-point belts.

Driver and Officer shall be air ride.

The rear of the cab shall have (2) two rear facing SCBA seats and (2) two forward facing, fold-down non-SCBA seats. SCBA brackets to meet current NFPA standard.

Cab Dome Lighting: LED with Red/White option.

Cab Roof Accessories: Fayette County will provide antennas for mounting during the construction process.

Battery Charger: There shall be a 20 AMP minimum charger installed and connected directly to an auto-eject shoreline plug.

Air Inlet/Outlet: (1) One inlet and (1) one outlet shall be provided in the area of the driver's door.

Back-up Alarm: An electronic back-up alarm shall be supplied. This alarm shall sound a minimum of 97 dB and wired to engage when the transmission of the unit is in reverse.

Hand Hold Bars: There shall be hand hold bars to the rear of each cab entry door to assist in mounting and dismounting the truck. 18" front/36" Rear.

Officer's Speedometer: There shall be an Officer's Speedometer mounted on the passenger's side of the cab to allow the front seat occupant to view.

12Volt Outlet: Two (2) 12 Volt outlets shall be installed in the officer position of the cab.

Kussmaul USB Dual Port Charger shall be installed in the officer position of the cab.

Dash Mounted Electrical Console: An electrical switch console shall be designed and mounted in the cab. This console shall blend with the flow of the dash and not take away from and features offered by the OEM.

The front bumper shall be a single piece unit with punch-outs for the electronic siren speaker, the "Q" siren and air horns. Pedestal mounting of the electronic siren speaker or mechanical siren will not be accepted due to sound encroachment in the cab or vibration.

Front Bumper Extension: It shall be extended 20" and be equipped with a storage tray and tread plate lid with a positive locking mechanism. This tray shall be plumbed with a 1.5" outlet and be sized to accommodate 250' of 1.75" hose. Aluminum slats shall be provided for ventilation of the tray floor.

Center Console: There shall be a center console mounted between the cab front seats to provide space for mounting of radios, computers, and general storage of small equipment and books. This console shall integrate into and compliment the electrical console. This console may be integrated in the motor housing.

Map Box: An aluminum map/storage box shall be installed within the cab with drop-down doors with positive latches. This box shall be mounted in the center of the cab between the driver and officer positions.

Apparatus Body Requirements

These specifications require a Stainless Steel or Aluminum Rescue Style body. All ladders, pike poles, hard suction hose shall be mounted in a tunnel inside the body or on a

rack capable of storing all items with the ability to raise and lower for transport/storage or use.

The exterior of the body shall be equipped with an extruded aluminum rub rail. Corners shall be covered with a 90 degree piece of material to join intersecting rails.

Body to have anodized aluminum roll-up compartment doors, satin finish, with integrated drip pan.

Diamond plate Hose Bed Cover, hinged with shocks to aid in opening/closing.

Diamond plate Cover for top of the Pre-Connected hose area. Additional requirements of NFPA may be met with poly type tarp material.

3 - Hose Bed Dividers

LED lighted steps allowing access to top of body located on both Driver & Officer Pump. One (1) each on the rear panels of the apparatus, both left and right side of the rear body, providing access to the hose bed or commercially available body ladder on the rear

Deck Gun piping to top of apparatus in dunnage area.

Hose Reel in dunnage area with 200 ft. of 1" booster hose and Elkhart SM-3FG Nozzle. **No Exception on Brand or type of the nozzle.**

Running Board Hose Tray / Driver & Officer Side sized to accommodate 5" hose.

Wheel Chocks Zico Brand - Model ZIC-SAC-44-E
Wheel Chock Horizontal Holder – ZIC-SQCH-44-H

Ladder storage in a tunnel compartment accessible from the rear, right side of the apparatus body. Ladder and accessory storage for 24' extension, 14' roof, 10' folding, 2-hard suction hose (6") and 2-10' pike poles.

Compartments:

The compartments shall be configured to offer one compartment between the pump panel and forward of rear wheels (L1/R1), one compartment over the rear wheels (L2/R2), one compartment to the rear of the rear wheels (L3/R3) and one compartment in the rear of the body (B1). Interior dimensions can vary based on layout of the ladder storage.

Compartment dimensions are approximate:

L1: 48" wide X 90" high X 27" deep. 1 - Adjustable shelf required.

R1: 48" wide X 90" high X 14" deep. 1 - Adjustable shelf required.

L2: 60" wide X 58" high X 27" deep. 1 - Swing-Out Tool Board required.

R2: 60" wide X 58" high X 14" deep.

L3: 54" wide X 90" high X 27" deep. 1 - Slide-Out Tool Board, full compartment height required. A dead wall with 3 adjustable shelves to be added in this compartment splitting the width of the compartment in half.

R3: 54" wide X 90" high X 14" deep. 1 - Adjustable shelf required. 1 - Roll out tray required.

B1: 46" wide X 50" high X 32" deep. 1 - Adjustable shelf required. 1 - Roll out tray required.

All shelving required shall be mounted on adjustable tracks for individual height adjustment of the shelves.

LED lighting is required and shall be controlled by a door switch or may be constant whichever the standard is for the vendor. Lighting inside the compartments shall be recessed to not interfere with equipment stored in the compartments. The shelving shall not interfere with this lighting.

SCBA Air Cylinder Storage:

A minimum of four (4) air cylinder storage compartments shall be provided and located in the wheel wells. Storage to accommodate Scott 4500 PSI 45-minute SCBA cylinders. Shall have positive locking mechanism.

Lighting & Emergency Warning Package:

1- 12 Volt LED Brow Light / Mounted Center of Cab - Forward Facing

2 - 12 Volt Telescoping LED Pole Lights / Mounted one each side of rear of Cab.

All warning lights, style and placement, shall follow current NFPA standards and shall be **LED & RED** in color.

Light Bar: 72" Cab Mounted with front & corner/side modules.

Upper Side Zone: Two (2) 6" warning lights on each side of apparatus body. One each mounted front and rear.

Upper Rear Facing Zone: Two (2) 6" warning lights on each side of apparatus body, as high on panel as possible. One each mounted right and left.

Body Lower: Six (6) LED warning lights on each side, right & left, spaced from front to rear of apparatus body.

Lower level: Four (4) LED warning lights on the front of the apparatus. Two (2) forward facing on the front of the cab, two (2) mounted on the side of the cab.

Support Lighting: Ground lighting for front, rear, left side, right side. Lighting for crosslay, supply hose, engine compartment, pump compartment and both pump panels shall be included in LED.

All associated marker lighting, tag light, ground lighting, to be LED and mounted as required by DOT and NFPA.

Audible Electronic Devices (Sirens):

One (1) electronic 100 watt siren. Speaker mounted behind front bumper.

One (1) Federal “Q” siren. **No Exception on Brand or type of the item.** Recess mounted into front bumper.

Back-Up Camera:

The apparatus shall be supplied with a back-up camera system. The camera shall be mounted on the rear of the apparatus body in a manner that will provide a view of the area behind the apparatus. The camera shall engage and transmit to the monitor when the apparatus is placed in reverse.

Fire Pump

The fire pump shall be a Hale brand QMAX, minimum of 1500 GPM single stage. **No Exception on Brand or type of the item.**

The pump to be controlled with a Class 1 Brand “Total Pressure Governor”.

This pump shall meet all NFPA requirements and testing documentation shall accompany on truck delivery.

Location and sizes of discharges and intakes:

Discharges:

2 - 1.5” discharge for crosslay located above pump module

2 – 2.5” discharge on left panel with chain and cap

1 - 2.5” discharge on right panel with chain and cap

1 – 3” discharge on the right panel with 4” Storz connection, chain and cap

1 – 2.5” discharge on the rear panel with chain and cap

Intakes:

- 1 – 2.5” Intake on left panel with chain and cap
- 1 – 2.5” Intake on right panel with chain and cap

Deck Gun: 1 – 3” Discharge with Flange for mounting of Elkhart Stinger Gun

Front Bumper: 1 – 1.5” Discharge

All gauges and control valves to operate from the left pump panel. All 2.5” discharges to have individual gauges on the left pump panel.

Tank fill and tank-to-pump valves sized as per minimum NFPA requirements.

Foam System: Hale Foam Logix 2.1 - Foam System, Plumbed to both 1.5" crosslay discharges and the front bumper discharge. The system shall be supplied from the foam tank. **No Exception on Brand or type of the item.**

Hose reel blow out on pump panel.

Water Tank/Foam Tank

A water tank shall be included and meet all provisions of the NFPA. These provisions have, but are not limited too, overflow from fill, proper venting, meet minimum flows to fire pump, etc. This tank shall be a poly type of construction and shall have a lifetime warranty. **Water tank size is 1000 gallons/ Foam tank size is 30 gallons minimum.**

Water Tank/Foam Tank Level Indicator

LED Display, indicating tank levels of full, $\frac{3}{4}$, $\frac{1}{2}$, $\frac{1}{4}$, and empty with associated flash patterns to aid the operator. Indicator to be located on the left panel.

Cab & Body Paint/ Rear Body Striping:

All surfaces shall be prepped and treated to protect from failures in the painted surface. The use of sealer/primer, base coat and clear coat shall meet current standards for body painting.

The cab shall be painted **WHITE OVER RED**. The paint break line is the lower windshield line.

The apparatus body shall be **ALL RED**.

Paint Code Red: Sikkens FLNA 3042

Paint Code White: Sikkens FLNA 4006

Fayette County will provide the specifications for lettering style, font and material to the successful Bidder or bidders may elect to include an allowance for use at a local lettering vendor meeting Fayette County specification.

The rear chevron striping shall be provided in compliance with NFPA. 6" alternating "A" style, RED/Yellow stripes.

Dealer Supplied Equipment to be included:

1 – 24" Alcolite Extension Ladder

1 – 14' Alcolite Roof Ladder

1 – 10' Alcolite Folding Ladder

1 – Elkhart Model # 8297 Stinger 2.0 Deck gun with stack tip set. Installed at time of delivery.

1 set – Wheel Chocks (pair) with installed mounting brackets.

2 – SCBA Brackets compatible with Scott 4500 psi cylinders.

2 - Akron Revolution 360 Master Intake Valve # 7982. 4" Storz Inlet. With Cap & Chain - **No Exception on Brand or type of the item.**

Any equipment not listed/specified in this bid will be acquired under a separate bid process.

Trade-In Allowance:

Bidders are requested to include an offered trade-in allowance for the following apparatus, which the county plans to surplus and liquidate. The decision to accept a trade-in offer, or not, will be at the discretion of the county.

- One (1) 1996 Emergency One pumper / tanker
- Freightliner 4-door commercial cab
- 1,500 GPM pump / 1,000 gallon water tank (rear dump capable)
- Service use: 123,695 miles / 8,245 hours
- Current pump test and fleet maintenance data available
- Body has minor cosmetic issues associated with a 22 year old pumper
- Currently serves as a reserve engine
- Includes a 24' extension ladder, 12' roof ladder, 10' collapsible ladder, 2 hard sleeve hoses, booster hose on reel, 6" x 4" Storz intake valve

PRICING SHEET
Invitation to Bid #1565-B: Pumper Fire Apparatus
Custom Cab / Rescue Body Pumper Unit

	Bid Amount
A. BASE PRICE: Custom cab, rescue body, meeting all Requirements specified in this Invitation to Bid	_____
B. Allowance: for local lettering at a county-approved vendor (if chosen by Bidder)	_____
C. Total Bid Price	=====
<hr/>	
D. Offered Trade-In Allowance for 1996 Pumper/Tanker	_____

NOTE: The above-bid prices shall include all charges, including preparation, delivery, or any other costs.

How many days will you require for delivery after receipt of a Notice to Proceed? _____ Days.

Address of your service facility that is closest to Fayette County, Georgia:

How many hours of training will be provided to each employee? _____ Hours

What are your payment terms? _____

Your Company's Name: _____

**Invitation to Bid #1565-B: Pumper Fire Apparatus
GENERAL TERMS AND CONDITIONS**

1. **Definitions:** The term “contractor” as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term “successful bidder.” The term “county” shall mean Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the county, incorporating the invitation to bid and the bidder’s bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** Each bid shall constitute a firm offer that is binding for ninety (90) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least six days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. The county will post answers to questions and/or other information concerning the invitation to bid in the form of an addendum on the county’s website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of at least ten (10) agencies that have purchases vehicles similar to the one sought through this Invitation to Bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The bidder’s company name,
 - b. The bid number, which is **#1565-B**, and
 - c. The bid name, which is ***Pumper Fire Apparatus***

Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and two (2) copies, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

You may submit bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, email, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the county in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the county may disqualify the bids from that responder, at the county's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The county reserves the right to waive any defect or irregularity in any bid received. In case of an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Brand Name:** If any item in this invitation for bid has been identified and includes the phrase "No Exception" in the description, no alternative or substitute product will be accepted. For other items described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
14. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the county.
15. **Samples:** When the county requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the county unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The county will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.
16. **Non-Collusion:** By responding to this invitation to bid, the bidder represents that the bid is not made

in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.

17. **Bid Evaluation:** Award will be made to the lowest responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The county may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the county all information and data for this purpose as the county may request. The county reserves the right to reject any bid item, any bid, or all bids, and to re-advertise for bids.
18. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
19. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
20. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the county may reveal any trade secret materials contained in the bid to all county staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the county and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
21. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County

contract for a period of up to three years.

22. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the county, and the contract is fully executed with signature of both parties, the county will issue a written Notice to Proceed. The county shall not be liable for payment of any work done or any costs incurred by any bidder prior to the county issuing the Notice to Proceed.
23. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract
24. **Insurance:** The successful bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the successful bidder is executed, the successful bidder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

25. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
26. **Performance and Payment Bonds:** Prior to execution of a contract, the successful bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
27. **Unauthorized Performance:** The county will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
28. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the county.

29. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
30. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
31. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the county shall have authority to make open-market purchases of comparable goods or services. The county shall have the right to invoice the contractor for any excess expenses incurred, or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.
32. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
33. **Inspection and Acceptance of Deliveries:** The county reserves the right to inspect all goods and products delivered. The county will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the county to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the county reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
34. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
35. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.

36. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

37. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Invitation to Bid #1565-B: Pumper Fire Apparatus
Agencies / Organizations That Have Purchased Similar Vehicles
(List a minimum of ten (10) sales)**

1. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

2. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

3. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

4. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

5. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

6. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

7. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

8. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

9. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

10. Name of Buyer: _____

Buyer's City & State: _____

Contact Number: _____ Purchase Date: _____

Invitation to Bid #1565-B: Pumper Fire Apparatus Warranty Terms

INSTRUCTIONS: For each warranted part, component, system, or other aspect of the fire apparatus, state the length and terms of the warranty. Provide a complete explanation of each warranty, which may include a copy of manufacturers' standard warranty statements. Show warranty information in the categories listed below, or other categories as appropriate. Warranty coverage shall begin upon delivery of the apparatus to the County. Attach additional pages or warranty brochures as needed.

CHASSIS WARRANTY

- Length of Warranty: _____
- Terms of Warranty: _____

BODY WARRANTY

- Length of Warranty: _____
- Terms of Warranty: _____

PAINT WARRANTY

- Length of Warranty: _____
- Terms of Warranty: _____

ELECTRICAL WARRANTY

- Length of Warranty: _____
- Terms of Warranty: _____

OTHER WARRANTY

- Warranty Covers: _____
- Length of Warranty: _____
- Terms of Warranty: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor
1565-B: Pumper Fire Apparatus

Name of Project
Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201 ____.

NOTARY PUBLIC

My Commission Expires:

Fayette County, Georgia
Checklist of Documents
Invitation to Bid #1565-B: Pumper Fire Apparatus

Please be sure to return the following documents:

- Company Information Form _____
- Pricing Sheet _____
- Exceptions, if any _____
- Bid bond _____
- Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____
- Warranty Terms: Completed form, plus any supplemental documents _____
- Agencies / Organizations that Purchased Similar Vehicles _____
- Drawings and dimensions, as described in the Bid Response Requirements _____
- Signed addenda, if any are issued _____