



## TOWN OF LA POINTE

### MADELINE ISLAND

240 Big Bay Road  
PO Box 270  
LA POINTE, WI 54850  
715-747-6913

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### Request for Proposal for Fire Engine

You are invited to submit a proposal to the Town of La Pointe, Ashland County, Wisconsin, for a No. 1 Pumper Fire Engine.

Described below are the general conditions, technical specifications, and submittal format.

The written requirements contained in this Request for Proposal (RFP) shall not be changed or superseded except by written addendum from the Town of La Pointe. Failure to comply with the written requirements for this RFP may result in disqualification of the Proposal by the Town of La Pointe. Proposals are to be sealed, marked with the vendor's name and address, labeled "**RFP 22-01**", and delivered by the Proposal deadline of July 18, 2022, to:

Town Clerk  
Town of La Pointe  
PO Box 270  
240 Big Bay Road  
La Pointe, WI 54850

The Town of La Pointe reserves the right to reject any and all Proposals, to waive any technicalities or irregularities, and to award contracts based on the best interest of the Town.

Inquiries to clarify any specifications in the requirements of this RFP are encouraged to contact Tyler Andreas, head of the Apparatus Committee of the La Pointe Volunteer Fire Department, at 715-747-6667 or [tylerandreas@me.com](mailto:tylerandreas@me.com). Inquiries regarding the RFP process are encouraged to contact Town Administrator Michael Kuchta at 715-747-6914 or [administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov).

**Proposals that are not 100% NFPA 1901-2016 Compliant will not be considered.**

(Any references to manufacturer or brand names are for reference purposes only and are not intended to exclude products from other manufacturers.)

**TOWN OF LA POINTE, WISCONSIN, REQUEST FOR PROPOSAL  
NEW NO. 1 PUMPER FIRE ENGINE**

**SECTION I - REQUEST FOR PROPOSAL OVERVIEW**

**1.0 PURPOSE**

The Town of La Pointe (Town) requests Proposals for the complete build and furnishing of all necessary labor, equipment, and material for a custom NFPA 1901-2016-compliant Pumper Fire Engine. The purpose of these specifications is to describe the minimum requirements of the Town for a new fire engine for the La Pointe Volunteer Fire Department (Purchaser). The Department is seeking to identify and select a qualified supplier that has the knowledge, technical resources, experience, reputation, and capacity to design, manufacture, deliver, and provide continuous support for the Fire Apparatus.

It is the intent of these specifications to cover the general manufacture, furnishing, and delivery to the Fire Department a complete NFPA 1901-2016-compliant apparatus equipped as specified.

**1.1 INFORMATION TO VENDORS**

**RFP TIMETABLE**

The anticipated schedule for the RFP is as follows:

- RFP Available June 15, 2022
- Deadline for questions July 11, 2022
- Proposal deadline July 18, 2022 4:00 p.m. Central Time

**RFP SUBMISSION**

An original and copies (see Section 1.13) of the complete signed Proposal must be received by the deadline listed previously in Section 1.1. The Proposal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor. Proposals must be submitted in a sealed envelope labeled on the outside with the vendor's name and address, and with the RFP number ("RFP 22-01"), and sent to:

Town Clerk  
Town of La Pointe  
PO Box 270  
240 Big Bay Road  
La Pointe, WI 54850

Hand-delivered copies may be delivered to the above address only between the hours of 8:00 a.m. and 4:00 p.m. Central Time, Monday through Friday, excluding holidays observed by the Town. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the delivery service includes the required labeling information on the outer wrapper or

envelope.

### 1.2 CONTACT PERSON, INQUIRIES

To clarify any specifications in the RFP requirements, vendors are encouraged to contact Tyler Andreas, head of the Apparatus Committee of the La Pointe Volunteer Fire Department, at 715-747-6667 or [tylerandreas@me.com](mailto:tylerandreas@me.com).

To clarify any part of the RFP process, vendors are encouraged to contact Michael Kuchta, La Pointe Town Administrator, at [administrator@townoflapointewi.gov](mailto:administrator@townoflapointewi.gov) or 715-747-6914.

All questions must be raised at least five (5) business days before the Proposal due date (see Section 1.1); the Town representative may require that questions be submitted in writing. Vendors may not contact any elected official or any other Town employee except those listed above to discuss the proposal process or proposal opportunities. Contact of this nature can result in immediate disqualification of the vendor.

### 1.3 ADDITIONAL INFORMATION/ADDENDA

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Vendors should not rely on any representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Addenda will be published at [www.townoflapointewi.gov](http://www.townoflapointewi.gov) under the “Departments” tab, then “Fire Department.” vendors are encouraged to check this page regularly for immediate access to issued addenda. RFP information can also be requested as stated above in Section 1.2).

### 1.4 LATE SUBMITTAL, LATE MODIFICATIONS, LATE WITHDRAWALS

Arrival of Proposals after the due date and time will be just cause for rejection of a Proposal. However, the Town reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a Proposal as non-responsive. Modifications received after the due date will not be considered unless initiated and specifically requested by the Town. The Town assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper site.

Proposals shall remain valid for a period of 60 days from the Proposal deadline specified in Section 1.1.

A valid Proposal shall not be withdrawn without written permission from the Town. The Town will consider a request for withdrawing a Proposal that is sent in writing to the Town Administrator and signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the vendor.

### 1.5 REJECTION OF PROPOSALS

The Town may reject any and all Proposals and reserves the right to waive any irregularities or informalities in any Proposal or in the submittal process.

### 1.6 NON-COLLUSION AFFIDAVIT

By submitting a response to this RFP, the vendor represents and warrants that such proposal is genuine and not a sham, collusive, or made in the interest of or on behalf of any person not therein named; that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham proposal, or any other person, firm or company to refrain from submitting; or that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

By submitting a Proposal, the vendor represents and warrants that no official or employee of the Town has, in any manner, an interest directly or indirectly in the proposal or in the contract that may be made under it, or in any expected profits to arise there from.

### 1.7 COST INCURRED BY VENDORS

All expenses involved with the preparation and submission of the RFP to the Town, or any work performed in connection therewith, is the responsibility of the vendor(s).

### 1.8 RFP OPENING

RFP Proposal packages will be opened at a Town Board meeting on July 26, 2022, and reviewed by a selected committee. A list of names of companies responding to the RFP may be obtained from the Town Administrator after the RFP due date and time stated herein.

### 1.9 TAXES.

The Town is exempt from sales and use taxes. Upon request, the selected vendor will be provided with the Town's Sales and Use Tax Exemption Certificate and CES Number.

### 1.10 VENDOR INFORMATION

All submissions shall include a current W-9.

### 1.11 INSURANCE

Selected vendor (Contractor) will be required to provide proof of liability and workers compensation insurances before work can begin on this Town project. General liability insurance should cover \$1,000,000 per incident, list the Town as an additional insured, meet all applicable state and federal laws, meet other conditions specified by the Town, and remain in effect for the duration of the project. In the event the selected vendor is a self-insured organization, different insurance requirements may apply.

Workers compensation insurance shall be as required by the State of Wisconsin. The selected vendor

shall procure and maintain for the life of the contract workers compensation insurance covering all employees, with limits meeting all applicable state and federal laws. This coverage shall extend to any subcontractor that does not have its own worker's compensation or employer's liability insurance.

#### 1.12 ANTI-DISCRIMINATION

By submitting a response to this RFP, all vendors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. In every contract of over \$10,000 the provisions below apply. During the performance of this contract, the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of 1.12 in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

#### 1.13 SUBMISSION REQUIREMENTS

To facilitate evaluation of proposals, please submit the following:

- A Proposal prepared with a straightforward, concise description of the vendor's capabilities to satisfy the requirements of this RFP.
- Two (2) printed versions of the Proposal. **The original shall be clearly marked "original".**
- One (1) fully executable (signatures included) electronic copy of the Proposal in PDF format.
- A detailed outline of the necessary work to complete project, including:
  - A complete set of specifications with drawings for the apparatus proposed.
  - One (1) electrical wiring diagram, prepared for the body as it interfaces with the chassis.
  - A proposed Work Schedule to complete the project (start-up, pre-construction meetings, progress meetings, inspections, and projected date of delivery)

Vendors will furnish, upon request, technical information, graphs, charts, photographs, engineering diagrams, steering geometry, drive train certifications, instruction guides, or other documentation as requested to show that the equipment fully complies with these specifications.

Vendors should list any proprietary equipment or processes included in their proposal. The use of proprietary parts may not be acceptable to the Town.

Proposals taking total exception to specifications will not be accepted.

No Proposal will be considered that requires the Town to deposit with the Contractor a down payment, prepayment of chassis, or any other such consideration as a condition of the Proposal. Such a requirement will be grounds for rejection of the Proposal.

#### 1.14 ACCEPTANCE

Submission of any Proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

#### 1.15 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

#### 1.16 TOWN GOVERNMENT

The Town Board of Supervisors is the governing body of the Town and is elected by residents. The Board operates with Village powers and has charge of all Town affairs not given by statute to another body, officer or employee. Certain Town government powers are exercised by the electors of the Town by means of annual and special Town meetings.

It is anticipated that the vendor may be required to make one or more appearances at Town Board meetings to answer questions and present results. Any contract must be approved by the Town Board, upon recommendation of the Purchaser and the Town Attorney.

The documentation provided in this Request for Proposal is intended to provide a common methodology of development and basic technical skills for Proposal purposes.

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## **SECTION II – GENERAL CONDITIONS**

### APPLICATION TO NFPA STANDARDS

The National Fire Protection Association Standard “NFPA 1901 - Standard for Automotive Fire Apparatus - Most Current Edition” (hereinafter referred to as NPFA 1901) in effect at the time of the purchase shall be used as a reference and its requirements shall be met by the apparatus manufacturer.

The apparatus shall be constructed in accordance with federal and state laws at the time of Proposal. Mandatory minor apparatus equipment as stated in the applicable paragraphs of the NFPA standard shall not be provided unless specifically stated and listed in the Scope of Work (Section III). Any and all

references to “NFPA 1901” within this document shall refer to the current edition of NFPA 1901 in effect at the execution of the contract. Proposals that are not 100% compliant with the latest edition of NFPA 1901 will not be considered.

The apparatus will meet all requirements of **NFPA 1901-2016** with the exception of the section dealing with "Equipment Recommended for Various Types of Apparatus." The selected vendor will provide the equipment requested herein and the Purchaser will supply any loose equipment not specified before the apparatus is put into service.

Full vehicle specifications including drawings (with electrical schematic and amp draw) will be provided in detail to document reference to these standards.

Photographs of similar constructed apparatus will be included in the Proposal package to detail the proposed specifications.

Failure by the Town to list the detailed specification does not exempt the Contractor from compliance with the NFPA 1901 standard. It is the Contractor’s responsibility to ensure compliance with the NFPA standard.

After delivery, if the apparatus is found to be non-NFPA compliant due to a manufacturing issue, the Contractor will be responsible for bringing the apparatus into compliance.

The selected vendor will supply a letter signed by a company official that states that the truck meets all requirements of the current edition of NFPA 1901, as defined in NFPA 1901 4.21. Failure to comply with this requirement is automatic grounds for rejection of the proposal.

The Contractor must have full-time Emergency Vehicle Technician (EVT)-certified maintenance technicians, in compliance with NFPA 1071 classifications F-2 through F-6, on staff to provide service. On-site service will be the primary mode of maintenance and warranty repair, to eliminate the requirement of transporting the vehicle outside the fire department jurisdiction.

#### GENERAL CONSTRUCTION AND WORKMANSHIP

Workmanship will be of the highest quality in its field. Construction will be rugged and engineered to safely carry loads as specified.

The completed apparatus, assemblies, subassemblies, and component parts will be designed and constructed, and the equipment so mounted, to the general character of the service to which the apparatus is to be subjected. Due consideration will be given to distribution of the load between front and rear axles. All specified equipment -- including a full complement of specified ground ladders, full water tank, loose equipment, and firefighters – will be carried without overloading or injuring the

apparatus as per requirements defined in NFPA 1901-2016.

All parts of the apparatus will be strong enough to withstand the general service under full load. The apparatus will be designed so that the various parts are readily accessible for maintenance, inspection, adjustment, and repair. Special consideration is given to the accessibility of the various units that require periodic maintenance and ease of operation (including both pumping and driving).

The design of the apparatus will embody the latest approved engineering practices; experimental designs and methods will not be acceptable.

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### **SECTION III SCOPE OF WORK**

#### **3.0 GENERAL**

- 3.0.1 Built to NFPA 1901 Standard for Automotive Fire Apparatus
- 3.0.2 Capable of operation from -40 degrees F to +100 degrees F
- 3.0.3 Function: Pumper, first due for all hazards
- 3.0.4 Engineering drawings to be approved by Purchaser
- 3.0.5 Witness pump manufacturer's pre-delivery test
- 3.0.6 Acceptance of apparatus to occur at Contractor's facility, prior to delivery
- 3.0.7 Delivery to occur at La Pointe Volunteer Fire Department, 320 Big Bay Road, La Pointe, WI 54850. Delivery to include delivery engineer.
- 3.0.8 Operation and service instruction to take place at La Pointe Volunteer Fire Department, 320 Big Bay Road, La Pointe, WI 54850. Comprehensive in-service training for up to 28 members, including driving, pumping, systems, maintenance. Minimum two days duration, 6 hours per day.
- 3.0.9 No booster reel
- 3.0.10 Ground ladders to be carried:
  - 3.0.11 One extension, 35-feet
  - 3.0.12 One roof, 14 feet
  - 3.0.13 One attic folding or Fresno type, 10 feet
- 3.0.14 Equipment
  - 3.0.15 To be supplied with NFPA equipment list.
  - 3.0.16 Do not include defibrillator.
  - 3.0.17 Include four breathing apparatus, make and model to be determined.
  - 3.0.18 Cab hand light, not hard-wired. Include one additional cab hand light for rear (only if rear windows are operable).
  - 3.0.19 All hose to be supplied by vendor, color to be determined.
  - 3.0.20 Line voltage system: by inverter/charger, 2500-watt continuous, pure sine wave



### 3.1 CHASSIS

- 3.1.1 Spartan FC-94, four-door
- 3.1.2 Maximum speed: 65 MPH
- 3.1.3 Air horn switched from driver/officer position and pump panel
- 3.1.4 Back-up camera
- 3.1.5 Department logo and lettering on each front door
- 3.1.6 Helmet storage in-cab
- 3.1.7 Intercom system: Contractor to install Setcom system supplied by Purchaser
- 3.1.8 Total crew positions including driver: 5
- 3.1.9 Interior (front)
  - 3.1.10 Driver
  - 3.1.11 Passenger (Officer) SCBA seat
  - 3.1.12 Dual 12v and 120v and USB outlets
  - 3.1.13 Mobile radio, 100-watt, dual remote head, separate speaker; one at front and one at pump panel with remote speakers. Radio to be supplied by Purchaser.
- 3.1.14 Interior (rear)
  - 3.1.15 Three SCBA seats
  - 3.1.16 12v and 120v and USB outlets plus mounting for:
    - 3.1.17 Two (2) light boxes with charger base, model TBD
    - 3.1.18 Two (2) portable radios with charger base, model TBD
- 3.1.19 Tool storage brackets supplied with:
  - 3.1.20 One (1) Halligan, powder-coated shaft, 36 inches
  - 3.1.21 One (1) pick axe, hi-vis yellow fiberglass shaft, 36 inches
  - 3.1.22 One (1) closet hook, D-handle
- 3.1.23 Exterior
  - 3.1.24 Front brow light, 12V LED, 30,000 lumens or better
  - 3.1.25 Auto eject for shore power and air line, Kussmaul brand

### 3.2 PUMP

- 3.2.1 1,250 GPM, split shaft
- 3.2.2 Pump testing by manufacturer
- 3.2.3 Primer type: Air primer, priming locations:
  - 3.2.4 Primary, pump, switched at pump panel
  - 3.2.5 Secondary “pre-primer” on rear intake, switched at rear intake and at pump panel
- 3.2.6 Class-A foam system
  - 3.2.7 850 GPM capable, outlets to be determined
  - 3.2.8 20-gallon tank
  - 3.2.9 Supplied with foam from tank or remote source
  - 3.2.10 Foam tank refill system
- 3.2.11 Threads – all NST

- 3.2.12 Suctions – all with caps and chains
  - 3.2.13 One (1) 2-1/2-inch auxiliary: each side and rear, gated, operable from panel
  - 3.2.14 One (1) 6-inch steamer: each side and rear, gated, all slow operating from panel
  - 3.2.15 Right side with intake relief valve, adapted to 4-inch Storz
- 3.2.16 Discharges, gated (see also cross/speed lays, Section 3.5.16), all operable from panel, all with caps and chains
  - 3.2.17 Each side at pump panel
    - 3.2.18 One (1) 4-inch w/4-inch Storz adapter, cap, and chain
    - 3.2.19 One (1) 2-1/2-inch
  - 3.2.20 Rear, centered
    - 3.2.21 One (1) 4-inch w/4-inch Storz adapter, cap, and chain
    - 3.2.22 Two (2) 2-1/2-inch, one each side to serve outboard hose bed sections

### 3.3 BODY

- 3.3.1 Pump panel
  - 3.3.2 Top mount
  - 3.3.3 Individual line pressure gauges
  - 3.3.4 Relief valve
- 3.3.5 Deck gun, supplied with stackable tips and combination tip
- 3.3.6 Extendable waterway
  - 3.3.7 Up to 1,250 GPM
  - 3.3.8 Manually controlled from pump operator's position
- 3.3.9 Compartments
  - 3.3.10 Roll-up doors, unpainted, all compartments (except wheel-well bottle storage)
  - 3.3.11 Sweep-out compartment floors
  - 3.3.12 Two (2) vertically adjustable shelves, rimmed a minimum of 1.5 inches, each compartment
  - 3.3.13 One (1) rollout bottom shelf, each compartment, or rollout tool storage boards (to be determined)
  - 3.3.14 Shelf and floor liners, snap-together, vinyl
  - 3.3.15 Wheel-well bottle storage, each side, capacity as space allows
  - 3.3.16 Power connections, each compartment:
    - 3.3.17 One (1) dual shore-line outlet
    - 3.3.18 One (1) dual 12-volt outlet
    - 3.3.19 One (1) dual USB outlet
- 3.3.20 Scene lighting, pole mounted, telescoping, manually operated, 12-volt LED, minimum 15,000 lumens each
  - 3.3.21 1 each corner, tailboard, switched at pump panel
  - 3.3.22 1 each side at pump panel, switched at pump panel

### 3.4 TANK

- 3.4.1 Non-metallic
- 3.4.2 Capacity: 1,000 gallons or better
- 3.4.3 Top inspection cover
- 3.4.4 Direct tank fill, 2-1/2 inches from rear
- 3.4.5 Through or around the tank ladder and pike pole storage, doors may be hinged  
Pike poles, 6 feet and 10 feet (supplied by Contractor, fiberglass vi-viz yellow)
- 3.4.6 Ladders: Stored in center line of tank
  - 3.4.7 35-foot extension (supplied by Contractor)
  - 3.4.8 14-foot roof (supplied by Contractor)
  - 3.4.9 10-foot folding or Fresno attic (supplied by Contractor)
- 3.4.10 Through-the-tank suction hose storage:
  - 3.4.11 One (1) 6-inch by 10-foot, NST, with low-level strainer/jet siphon pre-connected
  - 3.4.12 One (1) 6-inch by 10-foot NST, no pre-connect strainer
  - 3.4.13 One (1) 2-1/2-inch NST, with barrel strainer pre-connected
    - 3.4.14 This hose could be stored inside the second 6-inch suction hose
  - 3.4.15 All suction hoses and strainers supplied by Contractor
  - 3.4.16 All suction hoses hard type, clear PVC, long handle

### 3.5 HOSE BEDS

- 3.5.1 Main
  - 3.5.2 Three adjustable full-height dividers, unpainted, non-ferrous metal, to hold:
    - 3.5.3 One (1) 1500-foot 4-inch rubber-covered hose
    - 3.5.4 Two (2) 500-foot 3-inch double jacket hose
  - 3.5.5 Hard clam-shell, two-piece, center opening cover capable of supporting 500 pounds on each leaf, piston lift assist
- 3.5.6 Front bumper
  - 3.5.7 Hard cover capable of supporting 500 pounds – fold open that will not block radiator or interfere with driving while open
  - 3.5.8 Two plumbed beds to hold:
    - 3.5.9 One (1) 250-foot x 3-inches pre-connected with:
      - 3.5.10 2-1/2-inch NST detent valve with pistol-grip-like TFT H-3VOINJ-NJ
      - 3.5.11 2-1/2-inch nozzle, handline, like TFT HD-2TO
    - 3.5.12 One (1) 250-foot x 2 inches pre-connected with:
      - 3.5.13 1-1/2-inch nozzle like TFT HD-VPGI
  - 3.5.14 Openings each side
- 3.5.15 Cross/speed lays, three plumbed beds to hold:
  - 3.5.16 One (1) 250-foot x 3 inches
  - 3.5.17 Two (2) 250-foot x 2 inches

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## **SECTION IV ADMINISTRATION**

- 4.1. The project will be administered by the Town. The Town Administrator will be the main point of contact for any questions pertaining to the RFP during the Proposal period. The Fire Chief will be the main point of contact once a contract is awarded.
- 4.2. All materials submitted in connection with this RFP will be public documents and subject to the Open Records Law and related laws and policies of the State of Wisconsin and of the Town of La Pointe. All such materials shall remain the property of the Town and will not be returned to the respondent.
- 4.3. The issuance of this RFP constitutes only an invitation to present a Proposal. The Town reserves the right to determine, at its sole discretion, whether any aspect of a respondent's Proposal meets the criteria in this RFP. The Town also reserves the right to seek clarifications, to negotiate with any vendor submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule.
- 4.4. In the event that this RFP is withdrawn or the project canceled for any reason, the Town shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
- 4.5. Failure to submit all mandatory forms from this RFP package shall be just cause for rejecting the qualification package. However, the Town reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a Proposal as non-responsive.
- 4.6. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last.
- 4.7. By submitting a qualification package, the vendor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Wisconsin, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Wisconsin.
- 4.8. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Wisconsin and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin. Then contractor shall comply with applicable federal, state, and local laws and regulations.

4.9. It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

4.10. All respondents to this RFP shall hold harmless the Town and any of their officers and employees from all suits and claims alleged to be a result of this RFP.

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## **Section V EVALUATION AND SELECTION**

### **5.1 EVALUATION**

A committee selected by the Fire Department and approved by the Town Board will evaluate all proposals deemed responsive to this request. The initial evaluation will consider only the qualifications and demonstrated experience of each respondent.

The Town will evaluate proposals to determine the features and benefits that are most beneficial to the Fire Department's operations. The Town reserves the right to contact vendors for clarifications during Proposal evaluations and to reject any and all Proposals with or without cause.

### **5.2 EXCEPTIONS**

Vendors will include a list of any and all exceptions, detailed on a separate page that is readily available for review in the Proposal. Each exception will be considered by the degree of impact and total effect on the Proposal. Failure to explain exceptions may result in disqualification of the Proposal. The Town will determine which, if any, exceptions are acceptable; this determination will be final.

### **5.3 REFERENCES**

vendors will supply five (5) References of recent purchasers within reasonable driving distance in Wisconsin, Minnesota or Michigan that have similar type apparatus. Provide name, address, date of delivery, email, and telephone of all References on a separate page.

### **5.4 FINAL SELECTION**

Discussions and negotiations may take place with short-list vendors to ensure clarification and to obtain a best and final offer. The contract will be based upon the Proposal that is determined to be the most advantageous to the Town, with pricing being only part of the decision.

Following review of all qualified Proposals, selection of a suitable vendor, and preliminary contract negotiations, the evaluation committee will make a recommendation to the Town Board. Following approval, the Town will complete contract negotiations.

The Town of La Pointe reserves the right to accept the response that is determined to be in the best interest of the Town. The Town reserves the right to reject any or all Proposals, to waive technicalities,

and to make an award deemed in its best interest.

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## **SECTION VI – SET TERMS**

### **6.1 DELIVERY**

The Proposal must include an anticipated date of delivery, assuming a contract will be executed 60 days after the Proposal due date. The Town may elect to award the contract based on delivery as well as price and conformance with the specifications.

Terms for delivery of apparatus must be stated clearly on the Proposal. Delivery to the Town Emergency Services Building shall be included in the Proposal price. The vehicle will be delivered under its own power. A manufacturer-trained representative will deliver the unit; no exceptions will be allowed.

Final payment will not be made until Town inspects the apparatus, determines it is “Operational and Functional” (as defined by NFPA), and receives title.

### **6.2 PRE-CONSTRUCTION CONFERENCE**

A pre-construction conference will be held prior to signing a contract and actual construction of the apparatus. The conference will be held with representatives of the Town and Contractor, at a location most convenient for the Town.

At the pre-construction conference, the Contractor will review in detail the specifications of the unit as it is to be built. Specific component locations will be determined and all pertinent information will be noted for future reference. Details gathered at the pre-construction conference will be utilized in formulating construction drawings.

The formal contract will be signed upon final approval of drawings and detailed specifications.

### **6.3 TRAINING**

The Contractor will provide a structured training course sufficient in time and scope to sufficiently instruct Fire Department members on how to properly, safely, and efficiently operate the apparatus. Training shall include nomenclature of components, proper operation of the apparatus, routine operational maintenance checks, and other information necessary for a firefighter, driver, and/or engineer to properly operate and maintain the apparatus.

Training will commence within one week after the vehicle is fully accepted and readied for service by the Town, or at a time mutually agreed upon by the Town and the Contractor. Training will take place at La Pointe Volunteer Fire Department, 320 Big Bay Road, La Pointe, WI 54850. Comprehensive in-service training will be a minimum two days’ duration, 6 hours per day, and cover up to 28 members. At a minimum, training must include driving, pumping, systems, and maintenance.



**PROPOSAL FORM**  
**Volunteer Fire Department, La Pointe, Wisconsin**

Vendor Company Name	
Address	
City, State, ZIP	
Phone Number	
Contact Person	

Having examined the RFP specifications, the vendor submits a TOTAL PROPOSAL of \_\_\_\_\_ Dollars for the following apparatus:

<b>Chassis Make/Model/Year</b>	
<b>Truck Body Manufacturer</b>	
<b>Pump Size/Manufacturer</b>	
<b>Tank Capacity/Manufacturer</b>	
<b>GVW (at ground)</b>	
<b>Anticipated Delivery Date</b>	

Vendor certifies that this Proposal will be good and may not be withdrawn for a period of sixty (60) calendar days following the date of the Proposal opening. Vendor understands that the Purchaser may reject any and all Proposals. Submitted by:

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**EXECUTION OF PROPOSAL**

DATE: \_\_\_\_\_

Vendor's Name: \_\_\_\_\_

Certify the following by placing an "X" in all blank spaces:

- This proposal is signed by an authorized representative of the company.
- This proposal includes a non-collusion affidavit.
- This proposal includes proof of liability insurance.
- This proposal includes proof of workers compensation insurance.
- The vendor agrees to conform with the provisions of the Federal Civil Rights Act of 1964, as amended.
- This proposal includes two printed versions, including one clearly marked "Original."
- This proposal includes one fully executable electronic copy in PDF format.
- This proposal includes a detailed outline of the necessary work to complete the project.
- This proposal includes a signed statement by an authorized representative of the company that the truck meets all requirements of the current edition of NFPA 1901.
- The company has full-time Emergency Vehicle Technician-certified maintenance technicians on staff, in compliance with NFPA 1071 classifications F-2 through F-6.
- The company agrees to the terms of delivery.
- This proposal includes 5 suitable references.
- The vendor agrees to all other conditions as set forth in this Request for Proposal; any exceptions are clearly noted in the Proposal.



\_\_\_ The vendor has determined the cost and availability of all materials, supplies, and labor costs (direct and indirect) associated with performing the required services.

In compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this Proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the anticipated timeframe.

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Vendor's Name: \_\_\_\_\_

Federal EIN: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Contact Representative: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Operations Contact Representative: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



## NON-COLLUSION AFFIDAVIT

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Company Name: \_\_\_\_\_

Owner, Partner or Officer: \_\_\_\_\_

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached Proposal. Affiant further states that, as a vendor, they have not been a party to any collusion among vendors in restraint of competition by agreement to propose at a fixed price or to refrain from bidding. Affiant also states as a vendor, that they have not been a party to any collusion with any officer of the Town of La Pointe or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between vendors and any office of the Town of La Pointe or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed proposal.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public