

**CITY OF CLARE**  
**REQUEST FOR PROPOSALS – FIRE APPARATUS**

The City of Clare requests proposals for the Design and build of a custom pumper based on specification in bid documents and specification package included.

**General Description of project:**

Design and build custom pumper.

**Sealed Proposals are due:** (Thursday, December 10, 2020, on or before 11:00 a.m.)

To submit a proposal: Signed and sealed proposals can be delivered and/or mailed, clearly marked:

**BID For FIRE APPARATUS**

City of Clare

**Bid for Fire Apparatus**

202 West Fifth Street

Clare MI 48617

Proposals submitted late will not be considered or accepted. Each offeror must submit in a sealed envelope:

- One (1) original proposal.
- One (1) digital copy of the proposal preferably in PDF form.

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

The City is not liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not suffice for receipt of the proposal. Offerors are responsible for submission of their proposal. Additional time will not be granted to a single prospective offeror. The City may extend the time for submission of all proposals, at the sole discretion of the City.

*Bid Bond:* All proposals must contain a bid bond in not less than five percent (5%) of the face value of the bid. N/A

**Contract:**

A sample contract is attached to this RFP and incorporated by reference. Those who submit a proposal are required to review the sample agreement carefully. The City will not entertain changes to its sample contract. This RFP and the proposal will constitute the basis of the scope of services in the contract and will be incorporated by reference.

**Questions and Clarifications:**

All questions regarding this Request for Proposal (RFP) will be submitted via e-mail. Questions will be accepted and answered in accordance with the terms of this RFP. The last date to submit questions is Wednesday, November 11, 2020 at 2:00 p.m. Questions will be e-mailed to [jchapman@cityofclare.org](mailto:jchapman@cityofclare.org) Should any prospective offeror be in doubt as to the meaning of any part of this RFP, or should the offeror find ambiguity, inconsistency or omission in the RFP, an official request for interpretation or correction shall be made by the date specified above. A pre-bid Zoom meeting will be held on Thursday, November 12, 2020 at 3 p.m. Bidder **must** email [jchapman@cityofclare.org](mailto:jchapman@cityofclare.org) to receive information necessary to join in on the zoom meeting.

Any clarifications or addenda to the RFP will be emailed to known bidders as necessary. It is the prospective offerors' responsibility to ensure that they have all addenda and official clarifications before submitting a proposal. All addenda are a part of this RFP, as though fully set forth herein.  
N/A

**Proposed schedule for entering into contract:**

Pre-Proposal Meeting: Zoom meeting Thursday, November 12, 2020 at 3 p.m. Bidder **must** email [jchapman@cityofclare.org](mailto:jchapman@cityofclare.org) to receive information necessary to join in on the zoom meeting.

Scheduled Site Visits N/A

Written Question Deadline Monday, November 11, 2020 at 2:00p.m.

Final Addenda Published (if needed) N/A

Proposal Due Date Thursday, December 10, 2020, on or before 11:00 a.m.

Tentative Interviews (if needed) N/A

Selection of Proposal Monday, December 21, 2020

Expected City Commission Authorization Monday, December 21, 2020

The schedule set forth is subject to change, within the City's discretion.

**Notices:**

1. The person or entity submitting the successful proposal will be required to provide the City of Clare with an IRS form W-9.
2. The successful proposal will be required to include performance and payment bonds in the sum of ninety-five percent (95%) of the final contract amount. N/A

3. The City is subject to the Freedom of Information Act, Public Act 442 of 1976 (FOIA). FOIA requires that the City provide copies of, or permit inspection of its files, when requested by individuals. All information in a proposal is subject to disclosure under FOIA, including contracts and attachments to contracts.
4. The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects, if, in the City's sole judgment, the best interests of the City will be so served. The City's right to reject, accept, any or all proposals, or alternative proposals maybe exercised without cause.
5. The City reserves the right to request additional information from any offeror, or all offerors.
6. The City reserves the right to reject any proposal that it deems unresponsive, or deficient in any information requested in this RFP. The City reserves the right to disqualify proposals that are nonconforming.
7. The City reserves the right to determine whether the scope of the project will be entirely as set forth in the RFP, a portion of the scope set forth in the RFP, or a revised scope will be implemented. N/A
8. The City reserves the right to retain all proposals submitted and to use any ideas contained within a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm, of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
9. The City of Clare Ethics Ordinance requires that you stipulate whether your company has an official business or fiscal relationship with any individual employed by or affiliated with the City of Clare.
10. The City of Clare assumes no responsibility or liability for costs incurred by any offeror, prior to the execution of a contract. By submitting a proposal, the offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.
11. Debarment: Submission of a proposal constitutes a certification by the offeror that the submitting person or entity is not debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal departments or agencies.

***Section 2: Minimum Information Required***

Proposals should be organized into the following sections:

- A. Professional qualifications N/A
- B. Past involvement with similar projects N/A
- C. Proposed work plan and price
- D. Authorized negotiator
- E. Attachments
- F. The provider shall provide material warranty on all workmanship, material, and equipment furnished for this project.
- G. The contractor shall provide a PDF copy of the materials specification sheet within seven (7) days of the written bid acceptance by the City. The contractor shall not purchase materials until written approval is received from the City.

***Section 3: Scope of Work***

Provide a custom pumper as described in bid documents.

**Attachments to this RFP**

Attachment A: Legal status of provider

Attachment B: Sample contract

Attachment C: Bid proposal

Attachment D:

Attachment E:

**CITY OF CLARE - ATTACHMENT A**

**LEGAL STATUS OF OFFEROR**

(The Offeror shall fill out the provision and strike out the remaining ones.)

The Offeror is:

- A corporation organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_ bearing the office title of \_\_\_\_\_, whose signature is affixed to this proposal, is authorized to execute contracts on behalf of Offeror.\*

\*If not incorporated in Michigan, please attach the corporations' Certificate of Authority.

- A limited liability company doing business under the laws of the State of \_\_\_\_\_ whom \_\_\_\_\_ bearing the title of \_\_\_\_\_ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of \_\_\_\_\_ and filed with the County of \_\_\_\_\_, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Offeror has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

\_\_\_\_\_  
Signature  
(Print) Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**CITY OF CLARE ATTACHMENT B**

**SAMPLE CONTRACT**

If a contract is awarded, the selection Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors/service providers to the City of Clare. The required provisions are:

CONTRACT BETWEEN  
AND THE CITY OF CLARE  
FOR Custom Pumper

The City of Clare, a Michigan municipal corporation, having its offices at 202 West Fifth Street, Clare, Michigan 48617, (“City”), and \_\_\_\_\_

\_\_\_\_\_ (“Provider”), a(n)

\_\_\_\_\_ (State where organized) \_\_\_\_\_

(Partnership, Sole Proprietorship, or Corporation) with its address at

\_\_\_\_\_, agree  
as follows:

The Provider agrees to provide services the City under the following terms and conditions:

1. DEFINITIONS

Project means Design and build custom pumper  
(Project name).

2. DURATION

Provider shall commence performance on a date agreed upon between City of Clare, Fire Department and provider. This Agreement shall remain in effect until satisfactory completion of the Custom Pumper specified below unless terminated as provided for in Article 11. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date of Commencement Date.

3. SERVICES

- A. The Provider agrees to provide a custom built pumper as set forth in the Request for Proposal dated December 10, 2020 by the city of Clare for Fire Apparatus

Bid improvements and services, and as set forth in the proposal submitted by the Provider on December 10, 2020. The City retains the right to make changes to the quantities of materials and labor within the general scope of the agreement at any time by written order.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the contract Administrator.
- C. The Provider shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Provider may rely upon the accuracy of reports and surveys provided to it by the city (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### 4. INDEPENDENT PROVIDER

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

#### 5. COMPENSATION OF CONTRACTOR

- A. The Provider shall be paid in the manner agreed upon between City of Clare and Provider.
- B. The Provider will be compensated for Services performed in addition to the Services described in Article 3, only when the scope of and compensation for those additional Services have received prior written approval of the contract Administrator. N/A
- C. The Provider shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Provider. Such records shall be made available to the City upon request and submitted in summary form with each invoice. N/A

#### 6. INSURANCE/INDEMNIFICATION

- A. The Provider shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Provider, any subcontractor or anyone employed by them



directly or indirectly. Prior to commencement of work under this Agreement, Provider shall provide to the City documentation satisfactory to the city, through City-approved means, demonstrating it has obtained the policies and endorsements required by Exhibit C. When requested, Provider shall provide the same documentation for its subcontractor(s) (if any).

- B. Any insurance provider of contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Provider shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Provider or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the city's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

## 7. COMPLIANCE REQUIREMENTS

Nondiscrimination. The Provider agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209.

## 8. WARRANTIES BY THE PROVIDER

- A. The Provider warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Provider warrants that it has all the skills, experience and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Provider warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Provider warrants that it is not, and shall not become overdue or in default to the city for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Provider warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these services; and no attempt has been made or shall be made by the Provider to induce any other person or

firm to submit or not to submit a proposal for the purpose of restricting competition.

9. OBLIGATIONS OF THE CITY

- A. The City reserves the right to delete any line item or quantity on the bid schedule.
- B. The City reserved the right to accept or reject any or all bids.
- C. Payment for the project (after approval by the City of Clare Fire Department review process) will be made according to the agreement between the City of Clare and the Provider.
- D. Specifications are available on the City's website.

10. ASSIGNMENT

- A. The Provider shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the city to any assignment, Provider shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Provider shall retain the right to pledge payment(s) due and payable under this Agreement to third parties

11. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Provider, except the obligation to pay for Services actually performed under the Agreement before the termination date.

12. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not

preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.

- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
- D. The Provider and the City of Clare recognize and affirmatively covenant that should the contract be breached or otherwise disregarded by Provider that the damages are indefinite and difficult to quantify. The parties further stipulate and agree that in that event, the City of Clare will have very real financial damages. Therefore, in the nature of liquidated damages and not in the nature of a penalty, the parties agree that the sum of \$500.00 shall be considered as liquidated damages for breach of this contract, including any work that shall remain uncompleted after the time specified for its completion. Said damages shall be cumulative and shall be assessed at the specified rate for each day a breach continues. Said damages shall be deducted from the amounts due Provider, not as a penalty but as just and liquidated damages. In addition, the City of Clare shall have all remedies available at law including the right to seek specific performance.

### 13. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the Provider, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

CITY OF CLARE FIRE  
DEPARTMENT  
ATTN: James Chapman

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202 West Fifth  
Clare MI 48617

With a copy to:  
City Attorney  
City of Clare  
601 Beech, Box 67  
Clare MI 48617

#### 14. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Clare County, State of Michigan. The parties stipulate that the venue referenced in this Agreement is convenient and waive any claim of non-convenience.

#### 15. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e. deliverables) prepared by or obtained by the Provider as provided under the terms of this Agreement shall be delivered to and become the property of the city.

#### 16. CONFLICTS OF INTEREST OR REPRESENTATION

Provider certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Provider further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

#### 17. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

18. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Provider with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Provider and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

19. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

PROVIDER

\_\_\_\_\_  
BY  
ITS  
DATE

CITY OF CLARE

\_\_\_\_\_  
BY  
ITS  
DATE

APPROVED AS TO SUBSTANCE

\_\_\_\_\_

EXHIBIT A SCOPE  
OF SERVICES

To design and build custom fire apparatus (Pumper) for the City of Clare Fire Department.

This pumper shall have a custom cab designed for seating of five firefighting personnel in full turnout gear with SCBA plus the driver for a total of six.

It shall have a water tank capacity of 1,200 gallons. The pump shall have a UL rating capacity of 1,750 gpm.

The pumper shall be a maximum length of 34'6". It shall have a maximum cab height of 118". And the maximum apparatus width of 100" excluding mirrors.

Top of hose bed cover shall be a maximum 108" from the ground.  
Bottom of hose bed shall be a maximum of 92" from the ground.

Hose bed shall have the minimum capability of carrying 1000 feet of 5" LDH hose and 1000 feet of 2-1/2" of double jacketed fire hose.

Hose bed shall have a minimum 110 cubic feet of usable space.

Apparatus shall have a minimum of 200 cubic feet of usable compartment storage.

Construction must be rugged and design must be certified to carry the loads as specified and to meet the road and speed requirements as set forth under "PERFORMANCE TESTS AND REQUIREMENTS" of NFPA Pamphlet #1901 current edition.

These specifications are intended to be key points to be coordinated with all other specifications in the bid documents and bid specifications.

EXHIBIT B  
COMPENSATION

GENERAL

The Provider shall be paid in the manner agreed upon between City of Clare and Provider.

**CITY OF CLARE – ATTACHMENT C  
BID PROPOSAL**

**The City of Clare is currently requesting the** Design and build of custom pumper based on specification in bid documents and specification package included.

**Design and build Custom Pumper**

**Proposals Due:**

Thursday, December 10, 2020, on or before 11:00 a.m.

**Signed Sealed Proposals shall be Delivered, Addressed and Mailed or Delivered to:**

City of Clare,  
**BID FOR FIRE APPARATUS**  
202 West Fifth Street  
Clare, MI 48617

**General Scope:**

The City of Clare is requesting bids from qualified providers that will be responsible to do all of the work as indicated. The provider will be responsible to schedule all sub-contractors that will be on this project.

**Requirements:**

- Provider is responsible for obtaining and paying for all required permits and associated fees.
- The provider shall provide material warranty on all workmanship, material, and equipment furnished for this project.

Shop Drawing Submittals:

- Provide PDF copy of material specification sheet within seven (7) days of written bid approval. Do not purchase materials until written approval is received.
- Coordinate all work with City of Clare Fire Department.

**City of Clare Responsibilities:**

- The City reserves the right to delete any line item or quantity on the bid schedule.
- The City reserved the right to accept or reject any or all bids.
- Payment for the project (after approval by the City of Clare Fire Department review of progress) will be made according to the agreement between the City of Clare and the Provider.



## **Equal Opportunity:**

In accordance with the Federal law and U.S Department of Agriculture policy, the City of Clare is prohibited from discriminating on the basis of race, color, national origin, age, disability, religion, sex, familial status, sexual orientation, and reprisal. (Not all prohibited bases apply to all programs). The City of Clare is an equal opportunity provider and employer.

## **To file a complaint of discrimination, write to:**

USDA assistant Secretary of Civil Rights  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, S. W., Stop 9410  
Washington, DC 20250-9410

Or call toll free at 866-632-9992 (English) or 800-877-8339 TDD) or 866-377-8642 (English Federal-relay) or 800-845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

## **Terms of Agreement:**

- To hold bid open for 90 consecutive calendar days from the bid due date.
- To enter into and execute a contract with the City of Clare.

## **Bonds: N/A**

- The Provider shall include in the proposal price the cost to provide the following:
  - Maintenance and Guarantee Bond in the amount of 50% of the proposal amount, guarantying for a period of one (1) year from final acceptance of the project work
  - Letter of Surety, licensed to business in the State of Michigan, stating ability to obtain a Performance Bond, and Labor and Material Bond for 100% of the proposal amount.

## **References:**

- References available upon request

## **Schedule:**

- Construction to start on or after mutual agreed upon date between Provider and City of Clare Fire Department

Bid for Fire Apparatus  
Per bid documents and specification packet.

BID AMOUNT \$ \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

*The City of Clare reserves the right to accept or reject any or all proposals.*