

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2010 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO ADVERTISE FOR BIDS – RESCUE SQUAD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAMELA BUETHE, CITY CLERK RICH UHL, FIRE CHIEF

SYNOPSIS

A resolution has been prepared approving the specifications and authorizing the advertisement of bids for a 2010 Extended Heavy Duty Rescue Unit.

FISCAL IMPACT

The FY09/10 Fire Department Capital Budget includes funding for the purchase of this equipment.

RECOMMENDATION

Approval.

BACKGROUND

During the 2010 budget process funding for a replacement rescue unit was requested and included in the Fire Department's Capital budget. This unit will replace an existing 1993 rescue unit.

Authorization to solicit bids for the purchase of the rescue unit is now being requested. It is anticipated this unit would be delivered in late 2010 or early 2011.

A complete set of the proposed specifications as prepared by the Volunteer Fire and Rescue Department has been placed on file in the office of the City Clerk and is available for your inspection. Bids are proposed to be advertised as follows:

Publish Notice to Contractors	April 29, 2010
Open Bids	June 4, 2010
City Council Award Contract	June 15, 2010

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE PURCHASE OF A 2010 EXTENDED HEAVY DUTY RESCUE UNIT FOR THE FIRE DEPARTMENT.

WHEREAS, the City Council has determined that a need exists for the purchase of an Extended Heavy Duty Rescue Unit for the Fire Department; and

WHEREAS, the FY 2000/10 Capitol Fund Budget will provide funding for the purchase of said rescue unit; and

WHEREAS, the Fire Chief has prepared specifications for said rescue unit.

NOW, THEREFORE BE IT RESOLVED, that the City Administrator is hereby authorized to advertise for bids for the purchase of a 2010 Extended Heavy Duty Rescue Unit for the Fire Department in accordance with specifications prepared by the Fire Chief, and said bids are to be opened and publicly read aloud at 10:00 a.m. at La Vista City Hall, 8116 Park View Blvd., La Vista, on June 4, 2010.

Advertise for Bids – April 29, 2010

Open Bids – June 4, 2010

Award Bid – June 15, 2010

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2010.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA

REQUEST FOR BID AND BID SHEET

ON: ONE (1) 2010 EXTENDED HEAVY DUTY RESCUE UNIT

NOT AN ORDER

From: City of La Vista
City Clerk
8116 Park View Blvd.
La Vista, Nebraska 68128

Published: April 29, 2010

BID OPENING: Friday, June 4, 2010 – 10 a.m.
La Vista City Council Chambers
8116 Park View Blvd.

Contract Award: June 15, 2010

IMPORTANT
INSTRUCTIONS TO BIDDERS

1. This document will provide minimum specifications and test parameters for the manufacture of an emergency medical care vehicle that meets the needs and desires of the City of La Vista and the City of La Vista's Fire and Rescue Department, as well as being in accordance with nationally recognized guidelines. It establishes essential criteria for the design, performance, equipment, and appearance of the vehicle. All dimensions listed are required to meet the needs of the La Vista Fire and Rescue Department. All vendors and manufacturers must meet all federal, state and local regulations regarding the manufacturing, licensing, and sale of emergency rescue vehicles and ambulances within the state of Nebraska.
2. These specifications are for a new, commercially built, surface emergency medical care vehicle, hereinafter referred to as ambulance, rescue unit or vehicle. (In lieu of a "new" vehicle, the City of La Vista would consider a 2010 vehicle that has been used by the manufacturer as a demonstrator but is otherwise essentially "new" and in excellent working condition, has low mileage, and is in compliance with all aspects of these bid specifications.) This vehicle shall be in accordance with the Ambulance Design Criteria of the National Highway Traffic Administration, U.S. Department of Transportation, Washington, D.C., and the **Federal Ambulance Specification KKK-A-1822F, effective 2007.**
3. Throughout the written Federal Ambulance Specification KKK-A-1822F, there are frequent references to items being included "When Specified," which items shall be a requirement of these specifications, and the bidder will include all such "When Specified" items in its bid even if said items are not otherwise expressly set forth in these specifications.

4. This is an engineer, design, construct, and deliver type of specification and it is not the intention of the City of La Vista to automatically exclude vendors or manufacturers of equal equipment to the type specified. It should be noted, however, that this specification is written around the specific needs of the City of La Vista and the La Vista Fire and Rescue Department in order to establish a standard of quality and provide for standardization of certain components. Accordingly, specific brands have been included in various portions of the specifications. Other brands of equal or better quality will be considered, if the bidder sufficiently describes in detail how, and the City and/or Fire and Rescue Department determine that, another brand meets or exceeds the quality of the actual brand specified.
5. Components of the emergency medical care vehicle, including the chassis, ambulance body, equipment, devices, medical accessories, and electronic equipment to be delivered under this contract shall be standard commercial products that meet or exceed the requirements of this specification. The ambulance shall comply with all Federal Motor Vehicle Safety Standards (FMVSS) and Federal regulations applicable or specified for the year of manufacture. The chassis, components, and optional items shall be represented in the manufacturer's current technical data. Materials, methods, practices, and techniques used in the design, manufacture, and assembly of the ambulance shall be of the highest quality and apply the latest technology advances and know-how of the industry. Materials shall be new and free of defects and shall be suitable for the intended use.
6. **All exceptions** to these specifications must be marked as such within the body of the bid and explained on a separate page marked "EXCEPTIONS." If no exception is noted it will be assumed that the items offered are in strict compliance with the written specifications and that the successful bidder will be responsible for delivering a vehicle meeting these specifications. Only exceptions that are expressly agreed to in writing by the City in awarding a contract will be binding on the City.
7. All bids, prices, and notations must be in ink or typewritten. Mistakes may be crossed out, and corrections typed adjacent and must be initialed in ink by person signing the proposal.
8. No bid may be withdrawn after the scheduled closing time for receipt of bids for at least sixty (60) days.
9. The City of La Vista reserves the right to reject any or all bids, and to waive informalities or irregularities in the bidding or defects in any bid if in the City's interest to do so, and to negotiate contract terms with the various bidders when such is deemed by the owner to be in its best interest. The right is also reserved to accept or reject any part of the bid unless otherwise indicated by vendor.
10. Bids must be submitted on the forms provided in a sealed envelope plainly marked "SEALED BID" with material description, date and time of closing written thereon. Each bid shall be accompanied by a Bid Bond or a Certified Check in the amount of five percent (5%) of the bid price, made payable to the City of La Vista, which shall be considered as liquidated damages, and shall be forfeited to the City of La Vista if said bid is accepted and the bidder fails to execute the contract and file the required bonds as provided in the specifications. An authorized officer of the company must sign with the firm name on all bid proposals. Bids must be mailed or hand delivered to the City Hall address at the top of this document. Bids must be received by 10:00 a.m. local time by the City Clerk at La Vista City Hall, 8116 Park View Blvd., La Vista, NE, which bids at that time will be publicly opened, read aloud and tabulated. Bids received after this time will not be accepted.
11. If a contract is awarded, the award will be made to the "lowest responsible bidder," as determined in the sole discretion of the Mayor and City Council of the City of La Vista. The term "responsible" shall not be limited in its meaning to mere financial responsibility, but includes, without limitation, the ability and capacity of the bidder to perform the work in accordance with the applicable contract requirements. In

determining whether a bidder is "responsible," the City may consider, among other factors, the bidders financial ability to perform the contract, ability to comply with specified delivery or performance schedules, and record of integrity and business ethics, as well as any positive or negative experiences of the City with the bidder on prior procurements.

12. Questions should be directed to Pam Bueth, La Vista City Clerk, in writing or via e-mail at pbueth@cityoflavista.org before quotation is submitted. As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

ADDITIONAL REQUIREMENTS

Notwithstanding anything in these specifications to the contrary:

1. Purchase Order. The City of La Vista ("City") shall issue a purchase order to the successful bidder (sometimes referred to as "supplier") that contains "Terms of Purchase," a copy of said terms being included with these bid specifications and incorporated herein by this reference, subject to any modifications as the City determines in its sole discretion are necessary or appropriate. By submitting its bid, each bidder agrees to be bound by all terms and conditions of said purchase order if it becomes the successful bidder.

2. Delivery. Time for delivery of the ambulance is of the essence. For purposes of these specifications, "delivered" or "delivery" shall mean and be deemed to have occurred only at such time as possession of, and title to, the ambulance and all deliverables, without any shortage, defect or nonconformance, is given to City at City's offices at 8116 Park View Boulevard, La Vista, Nebraska, all required acceptance tests on the ambulance are completed to the satisfaction of the City, any required equipment or accessories are mounted and installed, the specified number of complete parts and operating manuals for the ambulance and instruction on the operation, use, maintenance, handling and care of the ambulance are provided to the satisfaction of the Fire Chief, and the ambulance is accepted by the City. City reserves the right, however, to accept the ambulance subject to the condition that the supplier correct, repair or replace any shortage, defect or other nonconformance of the ambulance, and withhold from the purchase price an amount equivalent to the retail price of parts and labor to correct, replace or repair any such shortage, defect or other nonconformance until the same are completed, or in the alternative, City shall have the option to reduce the purchase price by said amount in lieu of such correction, replacement or repair, as determined in the sole discretion of the Fire Chief.

3. Delay. Supplier must notify City if it at any time appears that delivery of the ambulance may be delayed, and advise the City of the projected length of and reasons for the delay. In the event delivery is delayed, the City shall, without any obligation to the supplier or any other person or entity, or any cost or expense, have the option to terminate its agreement with supplier, with the further option to obtain an ambulance from another source upon written notice to supplier. Supplier will be responsible for all additional liabilities, costs and expenses of City arising out of or resulting from supplier's delay, the City procuring an ambulance from another source and any increase in price the City ultimately pays for an ambulance.

4. Post-Delivery Service. After delivery of the ambulance, the supplier shall, for so long as the longest period of coverage of any warranty provided in these specifications, provide a service technician who is qualified and authorized (under applicable warranties) to work on and advise the City or La Vista Fire and Rescue Department regarding the ambulance, including, but not limited to, its operation, maintenance and repair. The service technician shall be available at all times, twenty four hours per day, seven days of the week, to respond to the City or Fire and Rescue Department. Supplier shall provide to City upon delivery and from time to time thereafter when requested the name of the authorized service technician, his or her telephone number and the service division, city and state in which he or she is located.

5. Risk of Loss and Insurance. Supplier will transfer title and possession of the ambulance upon delivery. Prior to delivery, the supplier will have title to the ambulance and sole responsibility for the ambulance and all risk of loss, theft, destruction, damage or casualty of, or arising out of or resulting from, the ambulance. Supplier will fully insure its interest in the ambulance and exposure arising out of or resulting from the ambulance. In addition to, and not in limitation of, the foregoing, supplier will purchase and maintain in continuous effect for the period of time equal to the maximum limitations and repose periods for filing suit under Nebraska products liability and tort

laws with respect to any action arising out of or resulting from the ambulance, insurance in an amount equal to the maximum potential liability of the City under the Nebraska Political Subdivisions Tort Claims Act from time to time, written by such company or companies acceptable to the City and licensed in the State of Nebraska, as will protect, indemnify and defend the City from any and all tort and products liability claims arising out of or resulting from the design, manufacture or assembly of the ambulance or any part or component thereof. The City shall be designated as an additional named insured in the policies required hereunder, and the supplier will upon request provide City certificates of the coverages required hereunder and copies of the governing policies. Any insurance required or provided by supplier pursuant to this Agreement shall not limit, relieve or decrease the liability or responsibility of the supplier, and City does not represent that the required insurance is adequate to protect supplier's interests.

6. Payment. Payment for the ambulance will be processed within 45 days after delivery and receipt of all documentation and information required by the City. The purchase price quoted by supplier in its bid shall include all requirements and deliverables and, when paid, shall constitute full, final and sufficient consideration and satisfaction from the City, and the supplier shall not seek, nor shall the City pay, any additional consideration, charges or amounts.

7. Taxes. Purchases by the City are exempt from the payment of federal excise taxes and Nebraska sales and use taxes and all such taxes shall be excluded from bids. Tax exemption certificates will be provided upon request.

8. Bankruptcy/Insolvency. Supplier agrees that it shall immediately notify City, and City shall have the option to immediately terminate any agreement (without any cost, expense or obligation) with supplier, in the event that supplier, or any vendor or manufacturer of the ambulance or any component thereof, makes an assignment for the benefit of creditors, files a petition under any bankruptcy or insolvency code or law, is determined to be insolvent or bankrupt, or petitions for an order for similar relief, petitions or applies to any tribunal for appointment of any receiver or any trustee, or as a debtor in possession, of supplier, or of any such vendor or manufacturer, under any reorganization, arrangement, readjustment of debt, dissolution or liquidation act, code or law of any jurisdiction, whether now or hereafter in effect, or if there is commenced any of the foregoing actions against the supplier or any such vendor or manufacturer, and it is not dismissed within 30 days of such filing.

9. Bonding. Supplier shall furnish City in duplicate a performance bond in the amount of the purchase price of the ambulance written by a surety licensed to do business in the State of Nebraska and acceptable to the City, and shall continue in effect until supplier has performed all requirements. The bond shall be in form acceptable to the City and shall be modified to state: "Notwithstanding any other provisions herein to the contrary, the period of time for instituting suit hereunder shall be the maximum time allowed under Nebraska law for instituting suit on a written bond."

10. Manufacturer/Vendor Agreement. Supplier represents and agrees that any person or entity that supplier proposes to provide the ambulance or any component thereof shall be clearly identified in the supplier's bid and, if supplier is selected as the successful bidder, all such persons and entities shall perform, and supplier shall obtain their written agreement to perform, in accordance with all applicable requirements.

11. Nonwaiver. Acceptance of the ambulance or payment of the purchase price by City shall not constitute a waiver of any claims of City arising out of (i) any unsettled claims or disputes arising out of any contract requirements; (ii) faulty or defective work first noticed by City after delivery; (iii) failure of the ambulance to comply with the requirements of any contract requirements; or (iv) any special warranties, maintenance or guarantees required by the contract.

12. Headings. The headings contained in these specifications are for organizational purposes only and shall not in any manner affect the meaning or interpretation of these specifications.

13. Assignment. The successful bidder agrees that it shall not transfer or assign any performance, right or obligation arising out of or resulting from its agreement with the City without the prior written consent of the City.

14. Survival. All provisions of these bid specifications or supplier's bid that by their terms require or provide for continuing performance shall survive delivery and final payment until fully performed.

15. Modifications. Bidder understands, acknowledges and agrees that no employee, agent or representative of the City has any authority to make any representations, statements, warranties, agreements or modifications to, of or regarding these specifications or any contract of the City without the written approval of the City Administrator; provided, however, that any representation, statement, warranty, agreement or modification that has any actual or potential impact to the City of more than \$5,000 shall require the prior written approval of the Mayor and City Council of the City of La Vista.

16. Fair Labor Standards. Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a bid, supplier hereby represents and certifies to the City of La Vista that supplier is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if supplier is the successful bidder, in the execution and performance of the contract on which it is bidding; and in the execution and performance of said contract, fair labor standards will be maintained.

**CITY OF LA VISTA
REQUEST FOR BIDS**

ON: ONE (1) 2010 EXTENDED HEAVY DUTY RESCUE UNIT

GENERAL CONDITIONS, INSTRUCTIONS FOR BIDDERS, AND ADDITIONAL REQUIREMENTS are attached hereto and by this reference are incorporated herein and made part of these specifications.

BASE BID: WE PROPOSE TO FURNISH ONE:

_____	_____	_____
Year	Make	Model
List Price _____	Govt. Discount _____	Delivered Price _____

We hereby certify that the bid submitted by this company is for apparatus that will meet all requirements set forth in these specifications, including all equipment specified, except where exceptions are indicated.

Company Name _____

By _____ Title _____

(Typed or Printed Name)

(Signature)

EXCEPTIONS:

Please note any exceptions to the bid specifications on this page and explain. Reference the specification number in your notation.

EQUIPMENT SPECIFICATIONS

Rescue Unit

Next to each specification listed below please indicate whether your proposal meets the specification or not by checking yes or no. If you check "No" please give an explanation on the comment line. Anything noted as an Exception should be explained on a separate page marked "EXCEPTIONS."

FINANCIAL RESPONSIBILITY:

All bidders must submit a list of credit references with their bid that includes a minimum of three (3) trade references (excluding ambulance manufacturers and credit cards), and one (1) bank reference. All references shall include the complete company name, address, account number, contact person, and phone number.

Does bid comply with specification as written?

☐ Yes ☐ No

REFERENCES, INSURANCE, BONDING:

All bidders must submit a list of the last fifteen (15) customers to whom bidder delivered a similar model ambulance as described in this specification. This list shall contain the Department name, address, phone number and contact person.

Does bid comply with specification as written?

☐ Yes ☐ No

All bidders must submit the following information for the last 5 years:

1. Each bidder must provide its aggregate on-time delivery of all rescue squads and other fire and rescue vehicles and apparatus, calculated as follows: Aggregate of on-time delivery of all rescue squads and other fire and rescue vehicles and apparatus provided under contract by the bidder in accordance with required delivery schedules (as initially agreed, without extensions) and other specifications as a percentage of all rescue squads and other fire and rescue vehicles and apparatus provided under contract by the bidder.
2. All bidders must provide a brief description of all actual or threatened litigation, arbitration, mediation and other disputes or problems between or involving a political subdivision and the bidder, or any manufacturer or vendor included in a bid submitted by bidder, arising out of or resulting from any bid submitted by bidder for any rescue squad or other fire or rescue vehicle or apparatus, or performance of any such bid, squad, vehicle or apparatus; including all dates, names, contact persons, addresses and telephone number of all parties involved, and the status of the matter, if unresolved, or resolution, if resolved.
3. All bidders must be fully insured and bonded and licensed to do business in the State of Nebraska. The successful bidder will be required to provide written documentation of the same

Does bid comply with specification as written?

☐ Yes ☐ No