

Greater Eagle Fire Protection District

Box 961 Eagle, CO 81637
Phone (970)328-7244 Fax (970)328-7280



Design and Performance Specifications

4x4 Type 3 Apparatus

Engine 932

4/15/19



Greater Eagle Fire Protection District
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INVITATION TO BID

Sealed bids will be received by Greater Eagle Fire Protection District (GEFPD) for the furnishing of necessary labor, equipment, and material for a 4x4 Type 3 Apparatus built on an International commercial cab and chassis and other equipment as outlined in the following specifications. Bids will be received at 425 E. Third St. Eagle, CO 81631, until 9:00 A.M. on May 15, 2019. The bids will be opened and read at 10:00 A.M. on May 15, 2019, in the Greater Eagle Fire Protection District Station 9 building. The Bid Proposal shall be submitted in one secure envelope, the type of bid, the date, and bid opening time shall all be stated on the front of the bid envelope. All bids must be signed, failure to do so shall cause the bid to be non-responsive and rejected. Bid proposals must remain valid and may not be withdrawn for a period of sixty (60) days after the time fixed for the closing of the bids. It shall be the responsibility of the bidder to assure that their proposal arrives at the proper location by the time indicated. Late proposals, telegrams, facsimile, emails, or telephone bids will not be considered and will be returned unopened. GEFPD reserves the right, consistent with the Bid Instructions, to reject any or all proposals or accept what is, in GEFPD's judgment, the best bid. GEFPD further reserves the right, in the best interest of GEFPD, to waive any technical defects or irregularities in any and all Bid Proposals. The criteria that will be used to evaluate and judge the Bid Proposals is set forth below.

GEFPD bidding coordinator for this procurement will be Hugh Fairfield-Smith. Any questions from a prospective bidder for interpretation of meanings, or clarifications shall be made in writing, at least five (5) calendar days before the bid period closes, to Hugh Fairfield-Smith via e-mail at hfairfield@GEFPD.org, or in person to Hugh Fairfield-Smith at Station 9.

Sealed bids in their envelopes as stated above shall be turned in in person to Kathy Lawn at 425 E. Third Street Eagle, CO 81631 or mailed to and received by Kathy Lawn at PO Box 961 Eagle, CO 81631 no later than the closing date of the bid on May 15, 2019 at 9:00 AM.

INFORMATION REQUIRED WITH BID

Each bidder must submit a detailed proposal, which accurately specifies the construction methods to be used in the construction and assembly of the apparatus. GEFPD will utilize this proposal to compare the unit proposed with GEFPD specifications. To facilitate comparison, all bid proposal specifications shall be submitted in the same sequence as the advertised specification. Any bidder who fails to submit a set of truck construction specifications, or who photo copies and submits these specifications as their own truck construction detail will be considered non-responsive, and their bid will not be



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considered for award. Included in the proposal shall be the cost to provide a 4x4 Type 3 Apparatus as described in the technical specifications, estimated delivery date from the Purchase Agreement signing date, estimated delivery date of the construction blue prints, and estimated pre-build specification meeting at GEFPD's Station 9 in Eagle, CO. The general construction of the apparatus shall give due consideration to the nature and distribution of the load to be sustained and general character of the service to which the apparatus is to subjected when placed in service. The apparatus will be operated in Eagle, CO, at an elevation of 6,600 feet, and will be required to respond to calls nationwide in mountain areas with elevations up to 10,000 feet. Temperature extremes expected are zero in the winter and 100°F in the summer. The Colorado Department of Transportation utilizes magnesium chloride, salt, sand, and cinders to treat the adverse road conditions in the winter. Rust proofing and corrosion resistance in all areas of the apparatus is imperative, particularly the frame, compartments and wiring. Time is of the essence in the delivery of this apparatus, it will be a primary response vehicle for certain incidents. Liquidated damages of up to \$50 per day will be assessed for arrival delays based on the delivery time agreed upon in the purchase agreement.

Warranty Information

Included in the bid, there shall be all Information as it pertains to the manufacturers warranties. All major components of the apparatus shall have a detailed warranty included in the bid. The following components shall be required to have warranty information:

- Brake System Warranty
- Engine Warranty
- Transmission Warranty
- Pump Warranty
- Plumbing Warranty
- Material and Workmanship Warranty
- Chassis Warranty
- Front and Rear Axle Warranty
- Electronics Warranty
- Cab Warranty
- Tank Warranty
- Body Warranty
- Paint Warranty
- Foam System Warranty
- Graphics and Decals Warranty



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- Third Party Components and Accessories Warranty

GEFPD may also consider purchasing an extended warranty of up to five years on the apparatus if it is available. Cost associated with this possibility is to be located in the bid options section at the end of this document.

1-1 GENERAL

1-1-1 Bids are requested for one (1) 4x4 Type 3 Apparatus, with a four (4) person, four (4) door cab. The apparatus shall meet or exceed the requirements of the most current edition of the National Fire Protection Association (NFPA) 1906 in all respects for use as a Type III fire apparatus.

1-1-2 Some items in the specifications exceed NFPA standards and will be considered **minimum** for compliance.

1-1-3 The bid price must remain valid for a period of sixty (60) days from the date of bid opening.

1-1-4 In order to properly evaluate all the bids, GEFPD has determined and designed a bid evaluation criteria. The following information will be evaluated:

- Conformance to the bid including the ability of the apparatus to perform the job.
- Duties that are required by GEFPD.
- Purchase price, expected life cycle costs, and service life.
- Ease of maintenance and predicted reliability as determined by GEFPD.
- Service and warranty, including where major warranty repairs would be performed and mobile service. This includes the nearest location of the service center.
- Vendor past performance, including GEFPD experience and references.
- Parts availability, where parts are located and delivery policy.

1-2 INTENT

1-2-1 It is the intent of this specification to describe the essential minimum requirements for construction and performance of the apparatus and associated equipment. Items not described in this specification for construction or performance, or in NFPA 1906, may be accepted as the standard of the bidder who shall be solely responsible for the design, construction, and performance of apparatus and equipment.

1-2-2 The unit shall comply with all Federal, State, I.C.C., and D.O.T regulations, standards, and laws relating to commercial vehicles as well as to fire apparatus. The unit shall be able to pass a Colorado state motor vehicle inspection for commercial vehicles.



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1-2-3 Any errors, omissions, or inconsistencies that are identified by the bidder shall be listed as such in the exceptions, and a proposal to meet the intent of the specifications shall be listed.

1-3 MANDATORY AND OPTIONAL WORK

1-3-1 All items listed in the specifications are to be considered mandatory except items in Section 10, which are options that the fire department **may** choose to include.

1-3-2 Any manufacturer bidding on this project must agree to the bid price and perform all work and furnish all equipment listed in both the specifications and the options.

1-3-3 The bid price that is used to determine the best, in the opinion of GEFPD personnel, responsive bidder shall include the price of the apparatus only and not the options.

1-4 APPARATUS INSPECTIONS AND DELIVERY TESTS

1-4-1 The bid price shall include one (1) mid-build inspection trip to the factory for two (2) GEFPD representatives. An additional final inspection trip shall be required in the bid price for two (2) GEFPD representatives, after the completion of construction, assembly, and any change orders made. The bidder shall be responsible for the cost and arrangements of air travel, car rental, hotel accommodations, and food associated with this trip.

1-4-2 A road and pump test shall also be conducted at the time of delivery to Eagle, CO by the bidder and in the presence of GEFPD representatives.

1-4-3 In the event the apparatus fails to meet the test requirements during the first trials at the Station 9, second trials must be made within thirty (30) days of the date of the first trials. This process shall continue until the apparatus meets the requirements specified in NFPA 1906 and Sections 2 and 6 of these specifications.

1-4-4 Delivery of the apparatus to GEFPD and permission to keep or store the apparatus in any building owned or occupied by GEFPD during the above specified period, shall not constitute acceptance. Insurance covering loss, theft, or liability shall remain the responsibility of the bidder until formal acceptance is completed.

1-5 ACCEPTANCE

1-5-1 Acceptance of the delivered apparatus and equipment will be made at the completion of all required tests, inspections, and receipt of all specified equipment, provided that the apparatus meets all of the requirements of NFPA 1906 and Sections 2 and 6 of the specifications. Equipment items not delivered at time of the tests, or construction not in conformance with the proposal, will be cause for GEFPD to withhold payment, until delivery is complete and the apparatus is accepted by GEFPD.



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1-5-2 The finished apparatus will be inspected within five (5) days upon delivery to GEFPD for compliance with NFPA 1906, specifications, change orders, and previously authorized exceptions.

Deviations will not be tolerated and will be cause for non-acceptance of apparatus, unless they were originally listed in the bidder's proposal or previously approved.

1-5-3 If the apparatus fails to meet the requirements of NFPA 1906 and/or the specifications, the successful bidder shall perform repairs or modifications within thirty (30) days, if within thirty (30) days the apparatus is not brought up to compliance, the bidder may be considered in default of the contract.

1-5-4 Liquidated damages for late delivery and/or acceptance in the amount of fifty dollars (\$50) per each and every calendar day, beginning the day after the date for the negotiated delivery, shall be deducted from the final payment until the apparatus meets the requirements for acceptance. The successful bidder will be granted an extension of time and will not be assessed with liquidated damages beyond the time named in the purchase agreement caused by acts of god or public enemy, fire, floods, epidemics, quarantine, strikes, labor disputes, freight embargoes, or other causes beyond the reasonable control of the contractor, provided that the contractor shall notify GEFPD in writing of the causes of delay within fifteen (15) days from the beginning of such delay.

1-6 BUILT IN USA

1-6-1 To the extent possible, all major components should be built in the continental United States and in all cases, assembled in the continental United States (engine, cab, chassis, pump, and body).

1-7 BRAND NAMES

1-7-1 Whenever a brand or manufacturer's name is used in these specifications, it is included for descriptive purposes and to establish a level of quality. Products that are equivalent to those named may be proposed, providing that full supporting documentation is furnished, establishing such equivalency. Simply providing manufacturer literature **WILL NOT** be considered justification for the substitution.

1-7-2 All substitutions must be listed as exceptions for evaluation.

1-7-3 GEFPD representatives shall be the sole judge of whether the substitution is acceptable as an equivalent.

1-8 EVALUATION AND EXCEPTIONS

1-8-1 In order to properly evaluate all bids, the Bid Checklist described in section 1-8-2 of these specifications, indicating compliance or lack thereof for each item of the specification must be completed and returned with the bid.

1-8-2 To the right side of each listing of GEFPD specifications, the bidder shall state "YES" or "NO" indicating compliance with the specifications. All deviations, no matter



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how slight, shall be clearly explained on a separate cover sheet entitled "EXCEPTIONS TO SPECIFICATIONS", in bid sequence, indicating section and page number(s) of the specification, and must be submitted with bid. The bidder must explain in detail, and with full supporting data, how the proposed deviation meets or exceeds the specifications and why it is necessary. Any bids deemed as taking total exception to these published specifications shall result in immediate rejection of the bid.

1-8-3 A complete set of contractor specifications **of the proposed apparatus** must be submitted with the bid, **in bid order. SUBMISSION OF THE CONTRACTOR SPECIFICATIONS IN BID SPECIFICATION ORDER IS A REQUIREMENT, NOT OPTIONAL. "Yes" answers on the bid evaluation sheets do not relieve the bidder of the requirement to submit an accurate proposal.**

1-8-4 GEFPD specifications shall, in all cases, govern the construction of the apparatus, unless a properly documented exception or deviation was approved. **ANY BID INDICATING THAT THE MANUFACTURER'S PROPOSAL SHALL SUPERSEDE THE PURCHASER'S SPECIFICATIONS WILL BE CONSIDERED A COMPLETE SUBSTITUTE SPECIFICATION AND IMMEDIATELY REJECTED.**

1-8-5 Proposals that are found to have deviations or discrepancies without listing them will be considered non-responsive and may be rejected.

1-8-6 GEFPD reserves the right to determine which (if any) deviations or discrepancies are acceptable.

1-8-7 These specifications are based upon design and performance criteria, which have been developed by GEFPD as a result of extensive research, careful analysis, and experience. Subsequently, these specifications reflect the only type of fire apparatus that is acceptable to GEFPD. Therefore, major exceptions to specifications will not be accepted.

1-8-8 The bidder shall provide accurate documentation as to the apparatus weight and dimensions. All bids shall include a complete set of detailed manufacturer's specifications. GEFPD standards for bidding Automotive Fire Apparatus must be strictly adhered to, and all bid forms and questions must be completed and submitted with the bid. Omissions and variations shall result in non-compliance of the bid and will be cause to reject the bid proposal.

1-8-9 General layout drawings showing the front, rear, left, right, and top view of a representative apparatus must be submitted with the bid for the purpose of comparison.

1-8-10 Certified engineering performance information, thickness of materials, and size of materials shall be furnished in the bidder specifications.

1-9 PROTOTYPE APPARATUS

1-9-1 No prototype or experimental apparatus will be accepted. The builder must demonstrate that he has successfully produced and sold apparatus of the same design and of the same materials in the past, as a minimum, two years.



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1-10 MANUFACTURER'S RELIABILITY

1-10-1 Part of the evaluation criteria for this procurement is that the vendor and manufacturer must meet minimum standards to be considered as an acceptable vendor to GEFPD. Experience, reliability, references, demonstrated ability to manufacture apparatus, and ability to provide required service and parts, comparable to the size and type of apparatus GEFPD has specified, are all items used in evaluating the vendor and manufacturer as to whether they meet the requirements of GEFPD. A list and Contact Information of fire departments located in the State of Colorado that have purchased the same type of apparatus from the bidder over the past two years must be supplied, along with the bid for physical evaluation.

1-11 THE RIGHT TO REJECT BIDS

1-11-1 GEFPD reserves the right, consistent with the Bid Instructions, to reject any or all proposals or accept what is, in GEFPD's judgment, the best bid. GEFPD further reserves the right, in the best interest of GEFPD, to waive any technical deficiencies or irregularities in any and all Bid Proposals.

1-12 PERFORMANCE BOND

1-12-1 As an option listed in Section 10, a performance bond in the amount of one hundred percent (100%) of the bid shall be furnished by the successful bidder within thirty (30) days after receiving a copy of the signed purchase agreement. Failure of the contractor to complete delivery according to the contract and specifications will be cause to begin action for forfeiture of the performance bond.

1-12-2 The performance bond shall also guarantee compliance and performance with the warranty provisions of the specifications. Therefore, the performance bond shall stay in force until the warranty of the Apparatus expires.

1-13 BOND SUPPLIERS QUALIFICATIONS

1-13-1 The bond, if applicable, furnished by the successful bidder shall be from a surety company authorized to underwrite surety bonds in the State of Colorado with a minimum A.M. Best rating of A. GEFPD may review the financial condition of the surety and accept or reject any surety at its discretion. Sureties must submit bonds in a form that will be subject to the approval of GEFPD.

1-14 PRODUCT LIABILITY INSURANCE

1-14-1 Product liability insurance of not less than \$5,000,000 or an alternate amount agreed upon by GEFPD shall be supplied by the bidder. Documentation of the amount of product liability carried by the manufacturer and the name of the insurance carrier shall



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be provided by the bidder at the time of bid submission. The successful bidder shall defend any and all suits and assume liability for the use of patented devices or articles forming a part of the apparatus furnished under the contract. Failure to supply a copy of the Certificate of Insurance with the bid will be cause for immediate rejection of the bid.

1-15 MANUFACTURER'S SOLVENCY

1-15-1 The solvency of the manufacturer is a prime concern to GEFPD. Each bid must include a financial statement from Dunn and Bradstreet or another nationally recognized accounting firm.

1-16 FACTORY AUTHORIZED SERVICE FACILITY

1-16-1 In order to provide maintenance and maintain the apparatus in optimal operating condition, the experience and reliability of the factory authorized service center is of a major concern to GEFPD. The service facility must comply with the following criteria in order to be considered:

1-16-2 The facility must have a minimum of five (5) years of experience repairing and maintaining fire apparatus of the make and type of apparatus being bid.

1-16-3 The facility to service the chassis must be within 200 road miles of the Town of Eagle. Identify the nearest location of a pump service center.

1-16-4 Adequate indoor heated facilities and a minimum of two (2) factory trained technicians to perform repairs, including power train, chassis, pump, generator, electrical system, and controls must be provided.

1-17 REPLACEMENT PARTS

1-17-1 The successful bidder must ensure that a stock of routine repair parts is maintained at the service center location cited in Paragraph 1-16. GEFPD reserves the right to reject bids of vendors who cannot produce satisfactory evidence that this inventory is available and that they can promptly furnish all parts needed for service or repair of the apparatus and equipment herein specified.

1-17-2 GEFPD reserves the right to visit the bidder's facility for purposes of evaluating the facility, and reject any bidder who, in the department's sole opinion, does not fully comply with the provisions of paragraphs 1-16 and 1-17.

1-18 DELIVERY TERMS

1-18-1 The apparatus shall be delivered by the bidder under its own power within **365** calendar days or less from the date of a signed purchase agreement, with all equipment



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specified, to GEFPD in Eagle, CO. (rail or truck freight not acceptable). If the delivery date exceeds this number of days, please submit a firm delivery time.

1-18-2 The bidder must submit a **firm delivery time** (number of calendar days from date of order to date of delivery) of said apparatus with their bid. Quoting number of days after receipt of all components is unacceptable.

1-18-3 Once the Apparatus is in Colorado it shall go through a Factory Authorized Service Center for tightening and re-torquing of all critical fasteners, before delivery to Eagle, CO. During this inspection, fluids and lubrication levels shall also be checked.

1-18-4 Delivery of the apparatus to GEFPD shall be Monday through Friday, 8:00am to 4:00pm.

1-18-5 A deduction of \$50 per day from the purchase agreement price will be made for each day over and above the quoted delivery date. The liquidated damages for delay will also apply if the unit is delivered and it does not meet the acceptance requirements stated under section 1-5.

1-19 PAYMENT TERMS

1-19-1 GEFPD will provide a copy of the purchase agreement for bidders to review. GEFPD will not make any down payments or progress payments.

1-19-2 In order to take advantage of pre-payment discounts, GEFPD will consider making prepayments to the successful bidder. Making pre-payments shall be at the sole discretion of GEFPD, should GEFPD elect not to make pre-payments, the terms of payment shall be 100 percent payment after acceptance of the vehicle. (See 1-5 for terms of acceptance.) No other terms shall be acceptable. If the manufacturer offers prepayment discounts, the bidder shall list the following with their bid:

1. Base price of apparatus.
2. A dollar amount of discount for payment of completed chassis.
3. A final price, less any discounts

1-19-3 **At the time of final payment, GEFPD will require the following:**

1-A For the financial protection of GEFPD, a fully itemized invoice that is marked "paid in full" must be provided showing ownership of the apparatus and any other components that are part of this procurement.

2-B The apparatus certificate of origin must be provided in the name of:

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1-19-4 Per the purchase agreement, the payment terms are net thirty (30) days, after delivery and acceptance of the apparatus.

2-1 DESIGN AND PERFORMANCE SPECIFICATIONS



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The intent of this document is to specify one (1) 4x4 Type 3 Apparatus, with a four (4) person, four (4) door cab. It is preferred that the apparatus submitted be built on an International cab and Chassis. This apparatus has been researched and designed to meet the needs of GEFPD. Manufacturers bidding on this specification should include information, clarifications, and details with this bid and all subsequent clarifications requested by GEFPD. Where the vendor has questions about the intent or application of specifications, formal written interpretation will be provided. Those questions must be submitted, in writing, at least five (5) calendar days before the bid period closes to Hugh Fairfield-Smith. Any specification that does not meet the requirements of GEFPD must include an exception page indicating the section and sub-section with an equivalent substitution.

TRAVEL HEIGHT AND LENGTH OF APPARATUS

The overall height of the apparatus and accessories shall not exceed 132 inches (11 feet) and the OAL of the apparatus shall not exceed 312 inches (26 feet).

Engine and Transmission Performance Specifications

ENGINE

2-1-1 The apparatus shall be powered by a diesel engine.

2-1-2 The apparatus horsepower shall not be less than 325 HP

2-1-3 With the apparatus fully equipped with water and tools, a top speed of at least 75 miles per hour shall be required.

2-1-4 The apparatus shall be able to maintain a speed of 45 miles per hour while in 4 wheel drive.

2-2 TRANSMISSION

2-2-1 The apparatus shall be provided with an Allison EVS 4000 Automatic transmission.

2-2-2 The apparatus transmission and gear ratio shall be calculated to meet the performance specifications of NFPA 1906.

2-2-3 The apparatus transmission shall meet the requirements as set forth in sections 2-1-3 and 2-1-4.

2-2-4 The transmission shifter shall be mounted to the right of driver. Driver shall be able to shift gears, while in a seat belted position. Shift position indicator shall be indirectly lit for after dark operations.

2-2-5 Transmission shall have an in the cab monitoring system, with an audible alarm and a visual warning light, to alert the driver when there is a problem. If a system is provided from that factory, that will be acceptable.



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2-3 ENGINE RETARDER

2-3-1 An Engine Exhaust Brake or secondary braking device shall be required.

2-3-2 Operation of the secondary braking device shall be controlled within the reach of the driver. The device shall also activate when the accelerator pedal is released and the switch is active.

2-4 COOLING SYSTEM

2-4-1 The cooling system shall have sufficient capacity to meet extended periods of full load operation in ambient temperatures (from 0°F to 100°F) and maintain the engine at a temperature not to exceed maximum or minimum operating temperature as recommended by the engine manufacturer. High temperature and low coolant alarms shall be provided in the cab.

2-4-2 The radiator shall use a tube and fin design, and shall meet or exceed the cooling requirements specified by the engine manufacturer under all operating conditions.

2-4-3 A translucent surge and de-aeration tank shall be provided with a low coolant sensor installed.

2-4-4 A clutch-type fan is to be provided with automatic fan control.

2-5 AIR INTAKE

2-5-1 A dry-type air cleaner, suitable for the engine being proposed, shall be required and mounted as to provide easy access for serviceability.

2-5-2 A mechanical air restriction indicator shall be required and mounted where visible under the hood.

2-5-3 The system shall be designed to prevent water and embers from reaching the air filter and meet NFPA standards.

2-6 ALTERNATOR

2-6-1 A heavy duty minimum 250 amp alternator shall be required for the proposed engine and electrical system. Please indicate in the bid the make and model number of the proposed alternator.

2-7 AIR COMPRESSOR AND STORAGE

2-7-1 An air compressor with auxiliary storage tank shall be added in this bid.

2-7-2 The apparatus air compressor shall be able to supply air for maintenance and cleaning of apparatus and tools

2-7-3 There shall be one (1) air outlet fed from the auxiliary tank located within easy access of the exterior of the cab for maintenance. The outlet shall be located in a sealed compartment.



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2-8 BATTERIES

2-8-1 Two (2), minimum size, 750 CCA batteries shall be required.

2-8-2 A master battery on off switch will be provided in the cab within reach of the driver from a seated position to isolate the chassis power from the body/pump. This switch shall have an indication light to be illuminated when the switch is in the on position.

2-8-3 A Kussmaul low voltage alarm shall be required to sound if the battery voltage drops below a specified level for a predetermined amount of time.

2-8-4 A Kussmaul pump plus power receptacle shall be required with a visual display to ensure battery power and air brake level is in normal range.

2-9 ENGINE PROTECTION ALARMS

2-9-1 The engine shall be equipped with an audible alarm system and warning light, for low oil pressure, high coolant temperature, and/or low coolant level. The system shall warn the driver or pump operator of a potentially damaging engine operating condition. This warning system shall not shut down the engine or reduce power under any conditions.

3 CHASSIS SPECIFICATIONS

3-1 EXHAUST SYSTEM

3-1-1 The exhaust system for the engine shall exit on the officer side of the apparatus.

3-1-2 The end of the exhaust pipe shall be configured to accept a Plymovent brand exhaust hose.

3-1-3 Exhaust fumes emitted from the engine before the exhaust system shall be protected from entering the cab. Exhaust fumes shall be protected from entering the cab with the use of any cab heating, A/C, or defrost systems.

3-2 ABS and TCS

3-2-1 The chassis shall include an anti-lock brake system as a minimum and a traction control system if available from the cab and chassis manufacturer.

3-3 AXLES

3-3-1 The front axle shall be a Marmon Herrington (preferred) or comparable.

3-3-2 The rear axle shall be a Marmon Herrington (preferred) or comparable.

3-3-3 The manufacturer shall provide an axle and suspension capacity, for both front and rear axles, that will be commensurate with the in-service loaded weight of the apparatus including tools, equipment, hose, water, and personnel.

3-4 WHEELS AND TIRES

3-4-1 Front tires shall be size, 11R22.5 and provide best possible all terrain traction.



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3-4-2 Rear tires shall be size, 11R22.5 and provide best possible all terrain traction.

3-4-3 Mud flaps shall be required behind the front and rear wheels.

3-4-4 The wheels shall be black in color.

3-5 FRAME

3-5-1 The frame rails shall only have holes for mounting of the engine, cab, or body of apparatus.

3-5-2 The frame of the apparatus shall be painted.

3-5-3 Two tow eyes shall be welded or bolted to the frame of the apparatus at the rear of the body. The tow eyes shall be designed and positioned to pull the apparatus weight.

3-5-4 A full description of the proposed frame rails including grade, size, thickness, and tensile strength shall be required with the bid.

3-6 FUEL TANK

3-6-1 A 50 gallon minimum capacity fuel tank shall be required. Fuel tank is preferred to be as large as possibly available from the cab and chassis manufacturer.

3-6-2 The fuel tank and pump fuel pickup tube shall be configured as to not run the apparatus out of fuel under pumping operations.

3-7 FRONT BUMPER

3-7-1 The front bumper shall be steel and a reinforced bumper. The color of the bumper shall be black

3-7-2 The front bumper shall have a hose storage tray built in to store 100 feet of 1 ¾ inch structural fire hose. The tray shall also have a means of securing hose in the compartment.

3-8 APPARATUS SAFETY SYSTEMS

3-8-1 The apparatus shall require cab air bags that automatically deploy in the event of a crash.

3-8-2 The apparatus shall require a maximum protection system, in the event of a roll over. All possible air bags from the manufacturer shall be included in the cab and chassis.

4-1 CAB AND SEATING AREA

EXTERIOR OF CAB CONSTRUCTION REQUIREMENTS

4-1-1 Cab seating shall be a four (4) person cab. All seats shall be bucket style and contain mechanical suspensions. In the options section, prices for air ride suspensions in all four seats shall be listed.

4-1-2 Cab door windows and locks shall be electric style and controlled at each door as well as at the seated drivers position.



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4-1-3 Color of cab shall be 100% white with a blue and red stripe around the cab to match the current GEFPD spec. ***Color of blue and red shall be selected at time of pre-construction meeting.***

4-1-4 Grill shall have a painted black finish or chrome finish. Whichever is provided standard by the manufacturer.

4-1-5 A distance from ground to the first step of the cab shall not exceed a height of 22 inches.

4-1-6 Cab doors shall be a heavy duty, full cab height, style with weather stripping.

4-1-7 Windshield wipers shall be designed as per commercial cab & chassis manufacturers standard configuration.

4-1-8 All exterior grab handles shall be constructed of a stainless steel material with a slip resistant machine metal material. ***Additional locations may be designated at the pre-construction meeting***

4-1-9 Electronically adjustable side rear view mirrors shall be installed in the cab & chassis manufacturer's standard location so as not to obstruct the driver's vision, while driving the apparatus.

4-2 CAB INTERIOR SPECIFICATIONS

4-2-1 All of the interior shall comply with NFPA 1906 and Federal Safety regulations. The cab and chassis shall have passed all load and impact tests required for compliance certification with United Nations Agreement, *Standard for Protection of Cab Occupants*, Regulation #29.

4-2-2 Cab shall be of the open design and insulated against heat and sound intrusion. The hood shall be insulated on the engine and cab side.

4-2-3 Interior color shall be gray.

4-2-4 Flooring material shall be constructed of rugged, easy to hose off, slip resistant material.

4-2-5 Access to either of the rear cab doors shall not be prohibited and shall be of "pass through" design.

4-3 Seating

4-3-1 A total of four (4) seating positions shall be required including two front seating positions and two rear seating positions. All seating positions shall be bucket seats without SCBA mounts.

4-3-2 Seat belts for all seating positions shall be located so as the occupant can reach the belts from a seated position and not restricted in any way.

4-3-3 All seating positions shall have overhead lights that shall be activated when a cab door opens. The overhead lights shall also be able to be switched on manually for each seating position. The manual switched overhead light shall be selectable between white and red.



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4-4 DRIVERS AND OFFICERS CONTROLS

4-4-1 No buttons, switches, or controls shall be located in a manner, that obstructs the drivers or officers vision when the apparatus is in motion. All buttons, switches, gauges, controls, and screens shall comply with NFPA and federal safety regulations.

4-4-2 All controls, buttons, switches, and gauges shall be illuminated during night time operation of the apparatus with dimming switch controls, unless indicated otherwise.

DRIVER SEATED POSITION

4-5-1 The following controls, buttons, switches, and gauges shall be required and located in such a manner that the driver may control while seat belted.

4-5-1-1 The 4 wheel drive activation shall be placed so the driver can operate the engagement from a seated and belted position. A light shall be required to indicate when axles are engaged in 4 wheel drive.

4-5-1-2 The following instrument gauges shall be required and illuminated. All gauges shall be clearly marked with the following:

1- Oil Pressure

1- Battery Level

1- Tachometer

1- Speedometer

1- Grouped indicators of turn signals, battery, ignition, bright lights, and other required indicators

1- Engine temperature

1- Transmission temperature

1- Fuel level

4-5-1-3 All gauges shall have an audible alert and visual light indicating when there is a problem.

4-5-1-4 All emergency light switches shall be located next to the driver. All emergency light switches shall be illuminated and clearly marked. An Emergency Master switch shall be located to the left of all emergency light switches.

4-5-1-5 A load manager switch, if required, shall be located with the emergency light cluster.

4-5-1-6 A Whelen siren control model 295SLSA1 control box shall be required. Location of siren control box shall be in the center console, so that the driver or officer seat may control the siren.

4-5-1-7 Siren shall be wired for control by activating the emergency master (EM) switch.

4-5-1-8 A Whelen SA315P speaker shall be recessed into the bumper and connected to the VHF radios as well as the siren. If possible it shall also be wired into the 800 radio.

4-5-1-9 Steering wheel shall have controls for 4-way flashers, turn signals, bright lights, and horn.

4-5-1-10 An in cab heating, A/C, and defrost system shall be required, including multiple directional vents for defrost and heating. Controls shall have illustrations showing heat-



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A/C towards the cab, defrost, upper and lower forward vents, lower vents. Defrost shall be directed towards front windshield, drivers window, and officers window.

4-5-1-11 An adjustable cold/hot temperature control shall be required next to heat selector switch.

4-5-1-12 An AM/FM/Aux./Bluetooth player with front and rear seating area speakers shall be required. An exterior antenna shall be provided for the radio.

4-5-1-13 When heater, A/C, or recirculation is on, **no engine exhaust fumes** shall enter cab.

4-5-1-14 Controls for the forward heat system shall be located in the center that allows the driver or officer to control these.

4-5-1-15 Three (3) radio interface cables shall be required. One (1) for the GEFPD 800 radio and two (2) VHF radio systems. Cables shall be active when the ignition switch is on. Radios and antennas shall be provided by GEFPD for installation by manufacturer. The radios shall be mounted in an area so the driver and officer can access the radios. In addition to the interface cables, a cell phone booster shall be required to be mounted in the cab console area. The booster will be provided by the buyer.

4-5-1-16 An NFPA, "door ajar" LED flashing light shall be located front, center, and angled above the visor area. Light shall not have a switch or be obstructed in any manner, that is visible to driver/officer seats at all times. This light shall indicate when a cab or compartment door is not secured.

4-5-1-17 A single switch to control both driver and officer side apparatus mirrors shall be required within reach of the driver.

4-5-1-18 A flip down sun visor shall be required the length of glass for the driver seat.

4-5-1-19 A flip down sun visor shall be required the length of glass for the officer seat.

All final switch locations shall be decided at the pre-construction meeting due to different manufacturer options. Locations in this document are for general guidelines only. Additional switches may be added.

4-7 ADDITIONAL REQUIREMENTS FOR THE CAB

4-7-1 There shall be four (4) stereo speakers minimum or quantity and configuration as supplied as standard equipment from the cab & chassis manufacturer. Two (2) in the front passenger area and two (2) in the rear passenger area.

4-7-2 A cab diagram and layout of all buttons, gauges, instruments, and controls, shall be required for GEFPD to review prior to construction of the interior of cab.

4-7-3 Two (2) 2A USB style charging outlets shall be required for each seating position located within seated and belted positions

4-7-4 One (1) cup holder shall be installed for each seating position.

5-1 BODY SPECIFICATIONS



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5-1-1 The body of the apparatus shall be a custom style body with swinging panel style compartment doors and a rear mount pump. All compartment doors shall be capable of being locked. It is the intent of the GEFPD to accept an apparatus of aluminum or stainless-steel body construction only. Compartments shall be designed for full depth and full height to allow for maximum compartment space and shall include rubber seals to minimize weather/water/dust infiltration. All compartments shall be equipped with locks that will be keyed alike. Body shall be designed to hold a poly tank with a capacity of 500 gallons of water.

5-1-2 A full description including grade, thickness, and tensile strength of the proposed material for body construction shall be included with the bid.

5-1-3. A description of all compartment height, length, depth, and capacity shall be included with bid.

5-1-4 Color of body and cab shall match current GEFPD specifications.

5-1-5 All exterior steps from ground to body, shall be constructed of aluminum or stainless steel material, and with a slip resistant surface.

5-1-6 Compartment latches, if required, shall be constructed of polished stainless steel material and be lockable.

5-1-7 All grab handles and fold down step(s) shall be constructed of a stainless steel material with a slip resistant or machined metal material and placed in the required NFPA locations. **Additional locations may be designated at the pre-construction meeting**

5-1-8 There shall be a ventilated fuel compartment similar to the Forest Service design located on the body of the apparatus.

5-1-9 Two (2) Zico wheel chocks shall be required. Two (2) Zico wheel chock mounting brackets shall be required. Location shall be on the driver side.

5-1-10 All compartment doors that are accessed from the ground and are hard to reach shall have grab straps so the compartment can easily be shut.

5-1-11 All compartments shall have a minimum of two (2) shelves in each compartment that does not house equipment for the pump or foam system.

5-1-12 All compartments shall have Uni-Strut mounting channels for adjustable shelving as well as decking material for ventilation.

Rear of Apparatus Specifications

5-2-1 The rear compartment shall require an upward swinging panel style door.

5-2-2 Compartment(s) designed for ground ladders and hard suction shall be required. Storage shall be for one (1) aluminum 16 foot (or as large as possible) ground ladder and two (2) 10 foot sections of hard suction. Height and location shall be designed for easy removal and replacement of the defined equipment, design shall take into consideration the average height of a fire fighter being 5 foot 7 inch tall. Compartment(s) shall have a door(s) constructed of polished aluminum tread plate or similar to body door style.

Verification of location and sizes shall be confirmed at pre-construction meeting.



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5-2-3 A camper/RV style ladder shall be required to access the top of the body. Location of ladder shall be on the rear driver side. The ladder shall be capable of holding 300 lbs. minimum.

5-2-4 The rear of the apparatus shall require two (2) foldable i-zone hose hangers.

Supply Hose Storage Specification

5-3-1 The top of the body shall be configured to store fire hose of the following quantity and in the specified arrangement in section 5-3-2.

5-3-2 A hose bed of sufficient size shall be required to store a minimum of 500 feet of 2.5 inch structural fire hose and a minimum of 400 feet of pre-connected 1 ¾ inch structural fire hose. This hose bed will deploy the hose directly to the rear of the apparatus and will not utilize a chute or restricted passageway. Hose storage shall be designed for: 2.5 inch on the officer side and the 1.5 inch pre-connect on the driver side.

5-3-3 A polished aluminum tread plate hose bed cover shall be required. Design shall be configured for deployment of hose without raising lids. Covers shall have a strut/shock design, handles, and lock mechanisms for easy operation, for one person, when opening or closing.

5-3-4 The rear of the hosebed shall have a retention system to keep the hose from coming out of the hosebed while the apparatus is in motion. The system shall be able to be secured with bungee cord or buckles. Snap style closures will not be acceptable.

6-1 PUMP, TANKS, AND FOAM SYSTEM SPECIFICATIONS

6-1-1 The fire pump shall be rear controlled, 500 GPM and 250 PSI minimum, pump designed to operate off of the apparatus fuel supply.

6-1-2 The Apparatus shall be capable of pump and roll operations.

6-1-3 Plumbing fittings that isolate vibration, allow for chassis flexing, or if couplings are required for servicing shall be left unpainted.

6-1-4 Bronze impeller and wear rings shall be required.

6-1-5 All apparatus plumbing shall be constructed of stainless steel for corrosion protection.

6-1-6 An electric primer shall be required.

6-1-7 A pump drain shall be required.

Intake and Discharge Size Specifications

6-1-8 All discharges and intakes shall terminate in male NH thread pattern unless otherwise stated.

6-1-9 The apparatus shall have one (1) manually operated pump intake and one (1) manually operated 2.5 inch female NH direct tank fill inlet.

6-1-10 An external open/closed ball valve with strainer and polished chrome cap and lanyard shall be installed on the intakes.

6-1-11 The height location of the intakes shall be accessible from ground level.

Pump Discharges with Ball Valves



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6-1-12 One (1) 2.5 inch discharge shall be located at the rear pump panel area terminating in male NH threads.

6-1-13 One (1) 1.5 inch discharge shall be located at the front bumper of the apparatus. The discharge shall terminate in male NH threads.

6-1-14 One (1) 1.5 inch discharge shall be located at the pump panel of the apparatus. The discharges shall terminate in male NH threads.

6-1-15 One (1) 1 inch discharge plumbed to a pre-connected booster line reel terminating in male NPSH threads. The booster reel shall be a Hannay painted steel hose reel with electric rewind and back up manual crank rewind capable of holding 100' of Reel-Lite booster hose. This reel shall be located at the rear of the apparatus and shall be contained in a compartment.

6-1-16 One (1) 1 inch discharge shall be located at the pump panel area terminating in male NPSH threads.

6-1-17 One (1) 1.5 inch discharge shall be located at the front of the hose bed of the apparatus that will serve as a pre-connect. The discharges shall terminate in male NH threads.

Pump Operators Panel

6-2-1 A shop drawing illustrating the pump operator controls, heights, and locations shall be required prior to construction.

6-2-2 All valves, turn wheels, controls, and switches shall be installed, so that they do not obstruct or inhibit other valves, controls, and switches, when in the fully open/closed position or in the on/off position. Valve controls shall be installed so they operate in an upward and downward or inward and outward motion. Valves and controls shall operate in a smooth transition/motion.

6-2-3 A master intake and discharge compound gauge shall be required.

6-2-4 An independent location for tank to pump and tank fill shall be required.

6-2-5 A tank level indicator indicating water level shall be required and only activate when the pump is engaged.

6-2-6 A tank level indicator indicating foam level is preferred at the pump panel.

Water Tank Capacity and Foam System

6-3-1 A poly constructed water tank shall be required to hold a **minimum** of 500 gallons. The supply line to pump shall be adequately sized to deliver water at minimum flow rate required for the pump specified.

6-3-2 A Class A foam system shall be required. System controls shall be clearly marked and located on the pump operator panel.

6-3-2-1 A poly construction foam tank shall be constructed to hold a **minimum** of 30 gallons of Class A foam.

6-3-2-2 Foam system shall be capable of treating water into a foam solution of at least 150 GPM.

6-3-2-3 All discharges shall be capable of flowing foam.

6-3-2-4 Foam tank shall require an exterior drain valve.



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7-1 APPARATUS LIGHTS

7-1-1 All apparatus lights shall be LED style. All emergency lights shall be colored LED's with clear lenses. Driving and Emergency lights shall meet or exceed NFPA, Federal, State, and Local requirements.

7-1-2 All lights, **unless specified**, shall be wired to the (EM) switch. Light types and locations shall be the following:

Roof

7-1-2-1 A Whelen JE2NFPA 56 inch light bar shall be required on cab roof.

Front Warning Lights

7-1-2-2 Two (2) Whelen LINZ6 warning light shall be provided on the front of the cab of the apparatus. One (1) light shall be required on the drivers side and One (1) light shall be required on the officers side. The lights shall be red with clear lenses.

Intersection Warning Lights

7-1-2-3 Two (2) Whelen LINZ6 warning light shall be provided on the side of the apparatus at the leading corner of the apparatus. One (1) light shall be required on the drivers side and One (1) light shall be required on the officers side. The lights shall be red with clear lenses.

Mid Body Warning Lights

7-1-2-4 Two (2) Whelen LINZ6 warning light shall be provided on the side of the apparatus at middle area of the apparatus on the body. One (1) light shall be required on the drivers side and One (1) light shall be required on the officers side. The lights shall be red with clear lenses.

Rear Lower Warning Lights

7-1-2-5 Two (2) Whelen LINZ6 warning light shall be provided on the rear of the apparatus at the outter most part of the body. One (1) light shall be required on the drivers side and One (1) light shall be required on the officers side. The lights shall be red with clear lenses.

Rear Upper Warning Lights

7-1-2-6 Two (2) Whelen LINZ6 warning light shall be provided on the rear of the apparatus at the upper most part of the body. One (1) light shall be required on the drivers side and One (1) light shall be required on the officers side. The lights shall be red with clear lenses.

Pump Operators Area

7-1-2-7 There shall be one (1) Whelen PCH1 12 Volt scene light required at the pump operators area for nighttime operations.

7-1-2-8 The switch for the scene light shall be controlled from the pump area so that the operator can control the switch as well as from in the cab in backing situations

Perimeter Lights



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7-1-2-9 There shall be ground lights provided on all sides of the apparatus for nighttime operations.

7-1-2-10 All perimeter ground lights shall be LED. Lights shall be programmed to illuminate when the apparatus has been shifted to park and the emergency brake is applied.

7-1-2-11 Two (2) Whelen PCH1 12 Volt scene lights shall be required. One on each side of the apparatus. These lights shall be controlled from in the cab and clearly marked.

Compartment Lighting

7-1-2-12 All compartments except the vented flammable storage compartment shall require LED lighting when opened. Lights shall be made active by a switch once door is ajar.

7-1-2-13 All/any additional, required exterior step/panel lights shall be LED. Lights shall be wired into one (1) switch Activated by the parking brake being applied in park.

Off Road Lighting

7-1-2-14 One (1) 24" LED "off road" style light bar shall be recessed in the front bumper. This light shall be controlled in the cab area by a switch within the drivers reach.

7-1-2-15 Two (2) 4" LED "off road" style lights shall be recessed in the front bumper at a 45° outward angle. These lights shall be controlled in the cab area by a switch within the drivers reach.

7-1-2-16 All "off road" style lighting in sections 7-1-2-14 and 7-1-2-15 may be activated by a single switch.

8-1 LETTERING, STRIPING, AND DECALS

8-1-1 The blue and red retro reflective NFPA 3 M Scotchlite™ or Reflexite™ materials shall be required around the cab. The color of blue and red shall match that of the current GEFPD specs.

8-1-2 Two (2) Eagle Fire Logo's shall be required. Logo colors and sizes shall match existing logo colors and sizes in use by GEFPD. Logo shall be made of material to prevent tearing, fading, chipping, or scratching. *Location of Logo shall be determined at time of pre-construction meeting.*

8-1-3 GEFPD shall have the Copy Rights to logo.

8-1-4 The blue and red strip shall be cut around logo.

8-1-5 Two (2) eight inch **Engine 932** decals shall be required. Letters shall be similar material to logo and have an outline and shade. Letters shall be located on front fender on the side of the cab on the officer and driver side above the front tires.

8-1-6 The rear of the apparatus shall require a reflective chevron on a flat surface alternating between red and flourecent yellow-green to meet NFPA 1901 guidelines to the extent possible.

8-1-7 The apparatus shall also have the following decals consistent with current GEFPD specs:



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- Unit number of the roof of the cab of the apparatus a minimum of 18” in height, but as large as possible without obstruction by the lightbar. This number shall be black in color.
- “Proudly Serving Since 1924” on the rear cab doors.
- “Greater Eagle” on the front brow.
- GEFPD Unit number on the front bumper.
- Federal Unit Identifier Number on the front bumper and rear of the vehicle.

All lettering, striping, and decal specifications shall be determined during the pre-construction meeting. Pictures and exact measurements will depend on size of apparatus areas to be applied.

9-1 APPARATUS MANUALS and TRAINING

Manuals

9-1-1 Two (2) Operators manuals and/or two (2) electronic format manuals shall be required.

9-1-2 Two (2) Maintenance manuals and/or two (2) electronic format manuals shall be required.

9-1-3 Two (2) Pump Operators manuals and/or two (2) electronic format manuals shall be required.

9-1-4 Two (2) Foam System Operators manuals and/or two (2) electronic format manuals shall be required.

Training

9-2-1 There shall be a scheduled training at final delivery in Eagle, CO on the apparatus foam system.

9-2-2 There shall be a scheduled training with a manufacturer representative for the operation of the apparatus when apparatus is delivered to GEFPD.

THE ABOVE DESCRIBED APPARATUS SPECIFICATIONS AND SHOP DRAWING SHALL BE INCLUDED IN THE BID PACKAGE

10-1 OPTIONS

The bid shall include a separate section labeled “Options”. A detailed price and information for the all the options listed below shall be listed on the pricing schedule.

10-1-1 5 year extended basic apparatus warranty available from the bidder.

10-1-2 A performance bond in the amount of one hundred percent (100%) of the bid to be furnished by the successful bidder within thirty (30) days after receiving a copy of the signed purchase agreement.

10-1-3 Upgrade all seats to air ride suspensions.



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PRICING SCHEDULE

4x4 Custom Type 3 Brush Truck

BIDDER'S NAME:

ADDRESS:

PHONE:

BID QUANTITY ONE (1) EACH

BID AMOUNT, Type III Apparatus:

(Numeral price)

(Written price)

Option 10-1-1, Warranty Upgrade:

(Numeral price)

(Written price)

Option 10-1-2, Performance Bond

(Numeral price)

(Written price)

Option 10-1-3, Air ride seat suspensions

(Numeral price)

(Written price)

MAKE AND MODEL OF ITEM BID:

DELIVERY OF EQUIPMENT NOT LATER THAN:

SIGNATURE:

PRINT NAME:

TITLE:

DATE:



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11-1 PURCHASE AGREEMENT FORM

SUPPLY PROCUREMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between the Greater Eagle Fire Protection District, hereinafter referred to as the "District" and _____, hereinafter referred to as the "Vendor."

WHEREAS, the District wishes to purchase _____ hereinafter called _____, in accordance with the terms and conditions outlined in the Contract Documents and any associated Specifications, and Vendor wishes to sell said _____ to the District as specified in its Bid.

NOW, THEREFORE, the District and the Vendor, for the considerations hereinafter set forth, agree as follows:

1. Purchase. The Vendor agrees to sell and the District agrees to purchase _____ as described in the Contract Documents and more specifically in the Vendor's Bid for the sum of _____.
2. Delivery. _____ shall be delivered to Greater Eagle Fire Protection District, 425 E. Third St. Eagle, Colorado. Any charges for delivery shall be included in the base bid amount.
3. Contract Documents. This Agreement shall include all Contract Documents as the same are listed in the Invitation to Bid and said Contract Documents are hereby made a part of this Agreement as if fully set out at length herein.
4. Warranties. (See Warranty section of Bid Specifications contained in the Contract Documents.)
5. Successors and Assigns. This Agreement and all of the covenants herein shall inure to the benefit of and be binding upon the District and the Vendor respectively and their agents, representatives, employees, successors, assigns, and legal representatives. Neither the District nor the Vendor shall have the right to assign, transfer, or sublet its interest or obligations hereunder without the written consent of the other party.
6. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom the District or the Vendor may assign this Agreement in accordance with the specific written permission, any rights to claim damages or to bring any suit, action, or other proceeding against either the District or the Vendor because of any breach hereof or because of any of the terms, covenants, agreements, or conditions herein contained.
7. Waivers. No waiver of default by either party of any of the terms, covenants or conditions herein to be performed, kept, and observed by the other party shall be construed, or operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.
8. Termination. The sale contemplated by this Agreement may be canceled by the District prior to acceptance by the District whenever for any reason and in its sole discretion the District shall determine that such cancellation is in its best interests and convenience.



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9. Fund Availability. Financial obligations of the District payable after the current fiscal year are contingent upon funds for the purpose being appropriated, budgeted, and otherwise made available. If this Agreement contemplated the district utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

10. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform under this Agreement. The Vendor agrees to meet all requirements of the applicable Town, state, and federal laws respecting discrimination and unfair employment practices.

11. Integration and Modification. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. Any such Agreement or modification to this Agreement must be in writing and executed by the parties hereto.

12. Authorized Representative. The undersigned representative of the Vendor, as an inducement to the District to execute this Agreement, represents that he/she is an authorized representative of the Vendor for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

13. Attorney's Fees. Should either party to this Agreement bring suit to enforce this Agreement, it is agreed that the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorney's fees. A prevailing party is a party that shall have obtained a final judgment or order no longer subject to appeal. In the event of a settlement before final adjudication, both parties shall bear their own respective costs, expenses, and reasonable attorney's fees, unless otherwise agreed.

Vendor

X _____
X _____

Greater Eagle Fire Protection District

X _____
X _____