

City of Brewer
80 North Main Street
Brewer, ME 04412
207-989-7500
www.brewermaine.gov



Request for Proposals SCBA

Section 1 – Background

The City of Brewer requests proposals/bids for the purchase of eighteen (18) open circuit, self-contained breathing apparatus and related components for use by its Fire Department. The new SCBA will replace most of the department's 25 units, which are 2004 4.5 Scotts.

The majority of funding for this purchase comes from a federal Department of Homeland Security 2017 Assistance to Firefighter Grant.

Section 2 – Equipment and Specifications

The City seeks to purchase eighteen (18) open circuit, self-contained breathing apparatus.

Each of the 18 units shall include the following major sub-assemblies:

- A. Two (2) quick change cylinders and valve assemblies 30 minute 4500 PSI for storing air under pressure. Cylinders will not be accepted with a manufactured date older than six months prior to the date of delivery.
- B. Full face piece assembly.
- C. Removable facepiece-mounted, positive pressure breathing regulator with a quick disconnect connection.
- D. Harness and back frame assembly for supporting the equipment on the body of the wearer with adjustable waist straps, padded shoulder straps, and swiveling lumbar pad.
- E. Shoulder strap mounted remote gauge indicating cylinder pressure.
- F. Heads up display (HUD) low-pressure alarm.
- G. Rapid intervention crew/universal air connection.
- H. Integrated PASS alarm.

The SCBA shall be certified by NIOSH/MSHA as conforming to the code of Federal Regulations, 42 CFR 84. These apparatus without modification shall be NIOSH/MSHA certified. These apparatus shall meet all requirements of NFPA-1981 Standard on open-circuit Self-Breathing Apparatus, 2013 Edition and shall be certified to the NIOSH Chemical, Biological, Radiological, and Nuclear (CBRN) standard.

Section 3 – Additional Terms and Conditions

Successful bidder must be a factory-authorized distributor and service center to sell the equipment specified within.

Training:

Successful bidder agrees to provide, at its own expense, a factory-trained instructor for such time as the Brewer Fire Department head shall require for complete instruction in the SCBA operation and maintenance procedures.

Training shall include but not be limited to:

- A. donning and doffing
- B. equipment use and operation
- C. cleaning and decontamination
- D. repair and replacement of components
- E. inspection and evaluation
- F. warranty and return

Warranty:

All SCBA units shall be covered by a minimum ten (10) year warranty providing protection against defects in materials or workmanship. Electronic components shall also be warranted for ten years.

Service:

The proposal must include a statement that the successful bidder will service the equipment. A pricing structure for annual flow test on all of the SCBA units shall be included in the proposal. The annual flow test must be completed on site at the Brewer Fire Department. A pricing structure for repairs shall be included in the proposal, along with assurances that repairs shall be completed on site or with free pickup provided.

Pricing:

Pricing shall be provided on the attached Bid Form. The proposal shall denote unit price for each item requested. Any additional costs shall be listed separately. Proposal price shall include shipping costs. Bid prices shall be guaranteed for at least twelve (12) months from the bid opening date.

The City of Brewer is tax exempt and, as such, the proposal price shall not include any federal or state taxes.

Trade allowance:

The bidder shall provide pricing for trade-in allowance (credit) of existing inventory on the attached Trade In Form. The City solely reserves the right to exercise or to not exercise this option in full or in part. Any trade in allowance (credit) will be applied towards the purchase of SCBAs or related components.

Trade in items:

- (23) Scott 4.5 SCBA, most are 2002 Standard. All have integrated PASS.
- (23) Scott Facepieces
- (43) Scott 4500 psi cylinders - expired

Section 4 – Certifications and Assurances

The majority of funding for the purchases to be made under this RFP comes from a federal Department of Homeland Security 2017 Assistance to Firefighter Grant. Bidders must comply with the following requirements. **Submission of a bid will represent your company's attestation that it meets, agrees and adheres to the provisions of this section.**

- A. Civil Rights Act of 1964 - Title VI. Bidders must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. Debarment and Suspension. Per Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, the bidder certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
- C. Lobbying. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, the bidder certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 - b. If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the bidder shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.
- D. Independent Contractor Status. Vendor shall at all times during the term of the contract perform the services described as an independent contractor and, as such, is not an employee of the City for any purpose whatsoever, including for the purposes of coverage under the Maine Worker's Compensation Statute or any other benefits as afforded to city employees.

Section 5 – Proposal Requirements

All costs incurred in the preparation and presentations of this proposal are the vendor's responsibility.

All Proposals should contain the following:

- A Table of Contents
- Signed cover letter that includes at least the following:
 - Company name
 - Contact name
 - Mailing address
 - Telephone
 - Email address
 - Brief description of company history, ownership information, the year the company was established; the former name(s) of the company, if applicable; and the state in which the company is incorporated, if applicable.
 - Statement certifying that company meets and adheres to the requirements of Section 4 of the RFP.
- Vendor's qualifications and list of clients in Maine.
- Minimum of three references (Maine fire service preferred), with contact information.
- Description of equipment, including the standards and certifications the SCBA meet.
- Description of the training for City employees that would be provided.
- Description of service and repair program, facility, and services, including the scheduling of repairs, the annual maintenance program, and price structure for such.
- Detailed warranty proposal
- Completed Bid Form with price proposal for purchase of the equipment listed in Section 2 and any and all other costs associated with meeting the terms of the RFP.
- Trade In Form
- Estimated date of equipment delivery assuming the contract is executed on November 21, 2018.
- Exceptions to specifications: Any exceptions to the specifications above must be outlined in writing on a separate sheet, clearly marked "Exceptions", and included with the bid proposal. Failure to do so will automatically disqualify the bidder.

Section – Proposals Submissions

Proposals shall consist of one (1) signed original and one (1) copy, submitted in a sealed envelope plainly marked "**SEALED SCBA BID - DO NOT OPEN WITH REGULAR MAIL.**"

Bids must be received in the City Manager's Office, Brewer City Hall, 80 North Main Street, Brewer, Maine 04412 no later than Friday, October 26, 2018 at 2:00 PM. Faxed or e-mail bids will not be accepted. Bidders are strongly encouraged to submit bids in advance of the due date to avoid possibility of missing the 2:00 pm deadline due to unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The City of Brewer assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date and time will be returned unopened. Additional time will not be granted to any vendor. Additional time may be granted to all vendors when the City of Brewer determines that circumstances require it.

The City of Brewer reserves the right to accept or reject any and all bids and to accept minor deviations from the minimum standards specified. The City reserves to itself the exclusive right to accept high bids when it believes it would be in the best interest of the City of Brewer. In making such a decision, the City may consider, but not be limited to, any of the following factors: quality, specifications, availability, compatibility and interoperability, service and location of bidder and reputation of bidder. The Brewer City Council is expected to award the bid at its November 20, 2018 meeting.

All questions about this RFP must be submitted via email as follows:

Ralph Cammack
Deputy Fire Chief
rcammack@brewermaine.gov

Section – Method of Award

These specifications have not been established to preclude any bidders. However, the City does not intend to make a decision solely based upon lowest price but intends to purchase an apparatus that meets the intentions, service, and needs of the Brewer Fire Department and the City of Brewer. When evaluating bids, operational safety of personnel and life cycle costs shall be major considerations.

Selection of the successful bidder will be based in part upon, but not limited to, an analysis of the following criteria:

1. Technical qualities of the proposed equipment.
2. Evaluation of the bid and the bidder's understanding of Brewer Fire Department requirements, including but not limited to warranty provisions.
3. Ability to meet the Service requirements.
4. Cost.
5. Timeliness of equipment delivery, with particular emphasis on the air bottles.



Brewer Fire Department SCBA Bid Form

Please provide proposed make and model and prices below for the equipment sought, more completely described in Section 2 of the RFP. All unit costs shall be in whole dollar amounts. If there is no charge enter \$0.00 under unit cost. If you are not bidding on an option enter N/A under unit cost. This form shall be included in your bid.

Qty	Description	Make/model	Unit Cost	Total
18	Open circuit SCBA complete with <ul style="list-style-type: none"> • Full face piece assembly • Breathing regulator • Harness and back frame assembly • Shoulder strap mounted remote gauge indicating cylinder pressure • Heads up display (HUD) low-pressure alarm • Integrated PASS alarm 			
36	4500 psi thirty (30) minute quick change cylinders and valve assemblies			
18	Rapid intervention crew/ universal air connections			
Additional Costs? Please include total here and attach sheet with details.				
			Total	

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Service and Maintenance

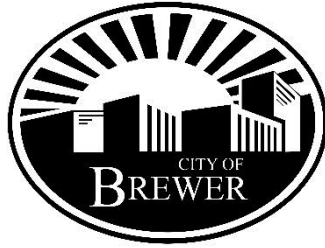
Description	Unit Cost	Total
Annual onsite flow testing for 18 SCBA		
Regular service and repair – please attach pricing schedule		

By signing below the vendor agrees to guarantee these prices for a period of at least twelve (12) months from the bid opening date. Bids are to be accompanied with sufficient descriptive literature to allow comparison of bids.

BIDDER: _____

BY (Signature): _____

TITLE: _____



**Brewer Fire Department
SCBA
Trade In Form**

For the purchase/trade in of self-contained breathing apparatus
and related components.

All allowances (credit) shall be in whole dollar amounts. If there is no allowance (credit) enter \$0.00 under allowance (credit). This form shall be included in your bid.

Description	Trade In Allowance (Credit)
(23) 2002 NFPA Standard Scott 4.5 SCBA, most are Standard. All have integrated PASS.	
(23) Scott Facepieces	
(43) Scott 4500 psi cylinders - expired	
Total Allowance (Credit)	

By signing below the vendor agrees to a guaranteed trade in credit for a period of twelve (12) months from the bid opening date.

BIDDER: _____

BY (Signature): _____

TITLE: _____

**CONTRACT
for SCBA Apparatus**

This Contract is made as of the _____ day of _____ 20__ (the "Effective Date"), by and between the City of Brewer, Maine, a municipal corporation organized under the laws of the State of Maine (the "City"), and _____ (the "Contracting Party").

RECITALS:

WHEREAS, the City has issued a Request for Proposals for SCBA Apparatus (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the City dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, on _____ the City Council authorized the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the City and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B [Note: if the Proposal has taken any exceptions to the RFP, this provision will be amended to include specific statements about whether the City has accepted or rejected those exceptions - whether they are contrary to or in addition to the RFP's terms.] (Collectively, the "Work"). The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP.
2. Term: The Work anticipated under this Contract shall be completed by July 1, 2019, unless otherwise mutually agreed to in writing prior to that date or the Work pertains to ongoing maintenance and service requirements.
3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority
4. Price and Payment: (placeholder - will vary from contract to contract. If contract extends beyond current fiscal year, be sure to include non-appropriation language
5. Right to Terminate: If the Contracting Party fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the City shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the

Contracting Party shall pay the City, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the City in terminating this Contract and securing a new contracting party. The City also reserves the right to terminate the contract in whole or in part at any time for its convenience without penalty or recourse. The Contracting Party shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6. No Waiver or Estoppel: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. Notice: Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) and shall be effective upon receipt at their respective addresses set forth below:

If to the City:

Ralph Cammack, Deputy Fire Chief
 City of Brewer
 80 North Street
 Brewer, ME 04412
 rcammack@brewermaine.gov
 207-989-7002

If to the Contracting Party:

8. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

CITY OF BREWER

By _____
 Jason Moffitt, Public Safety Director
 Date: _____

CONTRACTING PARTY (legal Name):

By _____
 Its _____, Duly Authorized
 Date: _____