

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



## Request for Proposals Breathing Air Compressor System

### **Section 1 – Background**

The City of Brewer requests proposals/bids for the purchase of one (1) breathing air compressor fill station and related components for use by its Fire Department. The new air compressor will replace an existing breathing air compressor unit, a 2003 Scott breathing air system.

The majority of funding for this purchase comes from a federal Department of Homeland Security 2020 Assistance to Firefighter Grant.

### **Section 2 – Equipment and Specifications**

The City seeks to purchase one (1) breathing air compressor.

The 1 unit shall include the following major sub-assemblies:

- A. Four (4) 6000 psi cylinders for storage
- B. Carbon Monoxide monitoring and alarm system
- C. Remote fill hose connection
- D. Installation and instruction
- E. Shipping

Specifications for a breathing air station to refill self-contained breathing apparatus (SCBA) cylinders with purified air that meets or exceeds the requirements of CGA Pamphlet G-7, Compressed Air for Human Respiration, the requirements of ANSI/CGA G-7.1, Commodity Specification for Air, Grade E, and all other recognized standards for respirable air. The Manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001:2015 for the design, manufacture, inspection, test, and service of air & gas compressors and associated spare parts for commercial and military applications. All equipment shall be new and of current design and manufacture. Used or refurbished equipment is unacceptable. Specifications are subject to change without notice.

### **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 breathing air compressor operation and maintenance procedures. Four days will be required to provide factory trained instruction to four duty crews.

Training shall include but not be limited to:

- A. Proper operation and maintenance of equipment and hardware

#### **Warranty:**

Breathing air compressor be covered by a minimum two (2) year warranty providing protection against defects in materials or workmanship. Electronic components shall also be warranted for two years.

#### **Service:**

The proposal must include a statement that the successful bidder will service the equipment. A pricing structure for annual air quality test on breathing air compressor shall be included in the proposal. The annual air quality 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 S related components.

Trade in items:

- Scott breathing air compressor.
- Scott revolve air fill station and related hardware, without electronic controller
- (4) 6000 psi air storage cylinders

### **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 2020 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 air compressor 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 9, 2021.
- 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 BREATHING AIR COMPRESSOR 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 22, 2021 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 9, 2021 meeting.

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

Erik Tourtillotte  
Deputy Fire Chief  
[etourtillotte@brewermaine.gov](mailto:etourtillotte@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 equipment 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.



## Brewer Fire Department Breathing Air Compressor 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
1	Breathing air compressor with fill station <ul style="list-style-type: none"> <li>• Carbon Monoxide monitoring and alarm system</li> <li>• Instruction</li> </ul>			
4	6000 psi storage cylinders			
1	Remote fill hose connection			
	Shipping and Installation			
Additional Costs? Please include total here and attach sheet with details.				
			Total	

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## Service and Maintenance

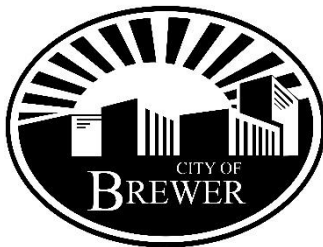
Description	Unit Cost	Total
Annual air quality testing		
Regular service and repair – please attach pricing schedule		

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  
Breathing Air Compressor  
Trade In Form**

For the purchase/trade in of a breathing air compressor system  
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.

<b>Description</b>	<b>Trade In Allowance (Credit)</b>
(1) 2003 NFPA Standard Scott Breathing Air Compressor System	
(1) Scott Revolve Air fill station and related hardware without electronic controller	
(4) 6000 psi cylinders	
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 Breathing Air Compressor System**

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 a breathing air compressor (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 included 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, 2022, 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:  
 Erik Tourtillotte, Deputy Fire Chief  
 City of Brewer  
 80 North Street  
 Brewer, ME 04412  
 etourtillotte@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: \_\_\_\_\_