

City of Wykoff
217 Gold Street North
PO Box 214
Wykoff, MN 55990
(507) 352-4011

Sealed Bid Request For SCBA Apparatus

Section 1 – Background

The City of Wykoff requests proposals/bids for the purchase of fourteen (14) open circuit, self-contained breathing apparatus (SCBA) and related components for use by its Fire Department. These items will replace all of its current SCBA.

The majority of funding for this purchase comes from a Department of Homeland Security 2018 Assistance to Firefighter Grant.

Section 2 – Equipment and Specifications

The City seeks to purchase fourteen (14) open circuit, self-contained breathing apparatus.

Each of the 14 units shall include the following major sub-assemblies:

- A. Two (2) quick change cylinders and valve assemblies 45 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) with low-pressure alarm.
- G. Rapid intervention team/universal air connection.
- H. Integrated PASS alarm.
- I. Voice amplifier.
- J. Harness shall have cylinder quick connects.
- K. Buddy-breathing system with hose pouch.
- L. Rechargeable battery packs or other provision to limit recurring battery costs.

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-Contained Breathing Apparatus, 2019 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.

Fit testing and sizing of face pieces:

The successful bidder shall provide an initial fit testing and sizing of face pieces for all current firefighters at no additional cost.

Harness and Cylinder identification:

Harnesses shall be labeled “WFD” and numbered sequentially from one (1) to fourteen (14) in characters at least 1” high. Cylinders shall be labeled “Wykoff Fire Department” and numbered sequentially from one (1) to twenty-eight (28) in characters at least 1” high.

Training:

Successful bidder agrees to provide, at its own expense, a factory-trained instructor for such time as the Wykoff 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 warrantied for ten (10) 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 SCBA units shall be included in the proposal. The annual flow test must be completed on site at the Wykoff 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 six (6) months from the bid opening date.

The City of Wykoff is tax exempt for the purchase of firefighter personal protective equipment and, as such, the proposal price shall not include any federal or state taxes.

Section 4 – Certifications and Assurances

The majority of funding for the purchases to be made under this bid request comes from a Department of Homeland Security 2018 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 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 3000, 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 14, 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 Minnesota 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:

- Signed cover letter that includes at least the following:
 - Company name
 - Contact name
 - Mailing address
 - Telephone
 - Email address
 - Statement certifying that company meets and adheres to the requirements of Section 4 of the bid request.
- Vendor's qualifications and list of clients in Minnesota.
- 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 bid request.
- Estimated date of equipment delivery assuming the contract is executed on April 14, 2020.
- 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 "**SCBA Bid.**" Bids must be received at Wykoff City Hall, 217 Gold Street North, PO Box 218, Wykoff, Minnesota 55990 no later than Tuesday, April 14, 2020 at 7:00 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 7:00 pm deadline due to

unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The City of Wykoff assumes no responsibility for delays caused by any package or mail delivery service.

The City of Wykoff reserves the right to accept or reject any or 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 Wykoff. 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 Wykoff City Council is expected to award the bid at its April 14, 2020 meeting.

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

Wade Baker
Fire Chief
wade.baker88@gmail.com

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 Wykoff Fire Department and the City of Wykoff. When evaluating bids, operational safety of personnel and life cycle costs shall be considerations.

Selection of the successful bidder will be based in part upon, but not limited to, an analysis of the following criteria in no particular order:

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

Wykoff 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 bid request. 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
14	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) with low pressure alarm • Universal RIT connection • Integrated PASS alarm • Voice amplifier • Cylinder quick connects • Buddy-breathing connections, hoses, and pouch • Rechargeable battery packs or equivalent 			
28	4500 psi forty-five (45) minute quick connect cylinders and valve assemblies			
8	Additional full-face piece assemblies			
1	Charging station for six (6) rechargeable batteries or equivalent			
2	Hose adapters for two (2) bottle fill station to fill the new cylinders			
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 all 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 six (6) months from the bid opening date. Bids are to be accompanied with sufficient descriptive literature to allow comparison of bids.

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 Wykoff, Minnesota, a municipal corporation organized under the laws of the State of Minnesota (the "City"), and _____ (the "Contracting Party").

RECITALS:

WHEREAS, the City has issued a Request for Bids for SCBA Apparatus (the "BID REQUEST"), 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 BID REQUEST, 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 BID REQUEST'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 BID REQUEST.
2. Term: The Work anticipated under this Contract shall be completed by August 30, 2020, 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 BID REQUEST (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 BID REQUEST, and the Proposal, this document shall have the highest priority, the BID REQUEST the second priority, and the Proposal the third priority.
4. Price and Payment: Price will be according to the Proposal and payment shall be made within 30 days of delivery of the equipment.
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:

Rebecca Schmidt
City of Wykoff
217 Gold Street North
PO Box 214
Wykoff, MN 55990
(507) 352-4011

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 WYKOFF

By _____
Al Williams, Mayor
Date: _____

CONTRACTING PARTY (legal Name):

By _____
Its _____, Duly Authorized
Date: _____