REQUEST FOR PROPOSAL:
Self-Contained Breathing Apparatus (SCBA)

City of Antigo
700 Edison Street
Antigo, WI 54409
(715) 623-3633 x42
FAX (715) 627-4761

Jon Petroskey, Fire Chief

OFFICIAL NOTICE
Formal sealed bid proposals (IN DUPLICATE) will be received in the city Clerks office, 700 Edison Street, Antigo, WI 54409 until 4:00 P.M. on June 6, 2012. All bids shall be marked as “SCBA Bid” on the front. Bids will be opened on June 7, 2012 at 10:00 A.M. in the City Council Chambers, at 700 Edison Street, Antigo, WI 54409.

INTRODUCTION
Having successfully secured funding from the 2011 US Fire Administration Assistance to Firefighter’s Grant (AFG) Program, the City of Antigo Fire Department (AFD), Town of Langlade Fire Department and Town of Pickerel Fire Department is seeking proposals for the purchase of self-contained breathing apparatus (SCBA). The three departments participated in a Regional AFG. AFD will be the sole destination for all communication regarding this RFP and will work in conjunction with Town of Langlade Fire and Town of Pickerel Fire to select the best RFP.
SPECIFICATIONS FOR SELF-CONTAINED BREATHING APPARATUS
The SCBA manufacturer and model selected shall meet all specifications as determined by AFD. SCBA shall have the following components and operational features:

- SCBA shall meet NFPA 1981 “Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services”, current edition, and shall be NIOSH CBRN Certified Title 42. Vendor shall supply documentation of CBRN certification.
- SCBA shall be of a high-pressure, 4500-psi design.
- SCBA shall include a 45-minute, NIOSH service rating life, carbon-fiber cylinder with pressure gauge. Low-profile bottle construction is preferred but not requisite.
- SCBA shall have a facepiece-mounted regulator. Change over from breathing ambient air to SCBA air shall be accomplished with one hand.
- SCBA facepiece shall have a “heads-up” display indicating air supply status.
- SCBA shall have two separate “end of service time” indicators which allow the end-user to know when SCBA air supply is expiring.
- SCBA shall have a universal RIT connection (URC) emergency air-supply fitting not more than 4 inches from bottle valve.
- Nose cup in each SCBA facepiece. Manufacturer to provide documentation regarding the facepiece operating temperature range.
- SCBA facepiece shall have (at a minimum) a standard speaking diaphragm. An electronic, amplified speaking diaphragm is preferred.
- SCBA facepiece shall have neck strap.
- Manufacturer shall provide documentation regarding operational weight of SCBA, including facepiece, bottle and backpack harness.

QUANTITY TO BE PURCHASED
- AFD seeks to purchase thirty-five (35) complete SCBA units which includes:
  - SCBA backpack harness
  - 45 minute cylinder (4500 PSI)
  - Facepiece
  - Spare 45 minute cylinder (4500 PSI)
WARRANTY INFORMATION
Vendor shall state specifically in the bid the manufacturer’s warranty regarding parts and/or labor, and the duration of the warranty in years. If separate parts of the pack/cylinder/mask have different warranties, this shall be specified in the bid.

The vendor shall state specifically any and all regularly scheduled maintenance and requirements outlined by the manufacturer to maintain any and all warranties. Additionally, the vendor shall also provide specific information regarding where said maintenance can and/or should be performed (i.e. within department, manufacturer’s service center, etc.).

The vendor is asked to provide information relative to the battery replacement schedule for the SCBA being considered along with the size and number of batteries for each unit.

COST OF OWNERSHIP
The vendor and/or manufacturer’s representative shall, to the best of their ability, provide documentation and/or information regarding their SCBA’s projected “cost of ownership” over a five, ten and fifteen-year period.

TRAINING
The vendor receiving the winning bid award shall offer, at no cost to the participating departments, training in SCBA maintenance for up to eight (8) department members. Maintenance training shall be to the level members of the department will be able to maintain the first and second-stage regulators, PASS device, hoses, gauges, straps facepieces and associated equipment.

PRICING
The vendor shall provide a guaranteed purchase price on the items and quantities for a period of six (6) months.

ACCESSORIES
Vendors are also encouraged (but not required) to submit a separate, independent bid for the following SCBA-related accessories:

- AFD seeks individual pricing on:
  - Voice amplifiers with a minimum purchase of 15 units
  - Rapid Intervention Team (RIT) Pack with a minimum of:
    - 60 minute/4500 psi carbon-fiber cylinder
    - “quick-fill hose and Universal RIT Connection (URC)
    - Secondary Regulator
    - Medium sized facepiece
    - A pack or bag for the use of the RIT SCBA
TERMS AND CONDITIONS

1. The City further reserves the right for itself and any of its agents or contractors, to request clarification on any proposal or to ask respondents to supply any additional material deemed necessary to assist in the evaluation of the proposal. Such clarification can be in any form including but not limited to conference calls, email communications, Web demos, additional onsite demos or vendor headquarters visits. Finally the City reserves the right to share the RFP, proposals and any subsequent vendor provided information with any consultant of City’s choosing in order to secure expert opinion; and to make copies of proposals for evaluation purposes or as required for legal or regulatory compliance.

2. This request for proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or software. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this request for proposal, if it is in the best interests of the City to do so. The City may require respondents to participate in negotiations or to submit such price, technical or other revisions in their proposals as may result from negotiations.

3. Amendments:
   
a. By City: This request for proposals may be amended by the City in response to the need for further clarification, specifications and/or requirements, changes, new due date, etc. Copies of the amendment will be mailed to prospective Firms and must be signed and returned as specified in the amendment.

b. By Firm: After receipt by the City, proposals may only be amended by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the proposal response due date unless requested by the City.

c. Withdrawal of Proposal - Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of 120 days, to permit time for review and selection.

d. Public Information - All submitted proposals become the property of the
City of Antigo and information included therein or attached thereto shall become public record after recommendation for endorsement of contract is made. In order to protect the integrity of the contracting process, proposals will not be disclosed until after award and signing of any and all contracts that may result from this Request for Proposal. All materials provided to the City by the respective vendor are subject to State of Wisconsin public disclosure laws. Any information contained in the proposal that a Firm desires to claim as proprietary and exempt from disclosure must be clearly designated, including identifying the page and particular exception(s) from disclosure. The City will try to respect all material identified by Firms as being confidential, but requests that Firms be highly selective of what they mark as Confidential. The City will make a disclosure decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential or proprietary. Marking the entire proposal as proprietary or confidential, and, therefore, exempt from disclosure will NOT be accepted or honored, and may result in disclosure of the entire proposal or disqualification of the proposal solely at the discretion of the City. Documents identified as Confidential will not be treated as such if public disclosure laws take precedence, if the information is publicly available, is already in the City’s possession, is obtained from third parties without restrictions on disclosure, is independently developed by the City without reference to Confidential Information, or is required to be disclosed by order of a court or other governmental entity.

e. Contents of Proposal - All attachments, additional pages, addenda or explanations supplied by the respondent with this proposal shall be considered as part of the proposal response.

f. Applicable Law - Except as otherwise specifically provided herein, this contract shall be governed by and construed according to the laws of the State of Wisconsin. Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Langlade County, Wisconsin, and the City and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits. The Firm shall comply with all local, state and federal laws and regulations applicable to this Contract and applicable to the goods and services provided under this Contract

g. Nondiscrimination - In connection with the performance of work under
this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

h. Assignment or Subcontract - This contract may not be assigned or subcontracted by the Firm without the written consent of the City.

i. Independent Contractor Status - The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

j. Amendments to the Contract - The contract may be modified only by written amendment to the contract, signed by both parties.

k. Waiver - One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

l. Indemnification - To the fullest extent allowable by law, the Firm hereby indemnifies and shall defend and hold harmless the City, its elected and appointed officials, officers, employees, or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorneys’ fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of an act, omission, fault, or negligence, whether active or passive, of the Firm or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Firm’s aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City or of the City’s representatives. This indemnity provision shall survive the termination or expiration of this Agreement.
In any and all claims against the City, or any of its directors, officers, employees, or authorized representatives or volunteers by an employee of the Firm, and subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Firm or any subcontractor under Worker’s Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in the Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located.

The Firm shall reimburse the City, or any of its directors, officers, employees, or authorized representative or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Firm’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, or any of its directors, officers, employees, or authorized representative or volunteers

m. Termination for Default - If the Firm fails to perform services in the manner called for in the contract or if the Firm fails to comply with any provisions of the contract, except for minor or inconsequential errors, the City may terminate this contract, in whole or in part, for default. Terminations shall be effected by serving a Notice of Termination by certified mail, return receipt requested, on the Firm setting forth the manner in which the Firm is in default and the effective date of termination; provided that Firm shall have ten (10) calendar days to cure the default. The Firm will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the City caused or by arising from such default.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Firm, and the City may withhold any payments to the
Firm for the purpose of set off until such time as the exact amount of damages due to the City from the Firm is determined.

n. Force Majeure - The term “Force Majeure” shall include, with limitation by the following enumeration: acts of God or Nature; acts of civil or military authority; terrorism; fire; accidents; pandemic outbreaks; power shortage; telecommunication or data communications; shutdowns for purpose of emergency repairs; strikes and any other industrial, civil or public disturbances that are not reasonably within the control of a party, causing the inability to perform the requirements of this Contract. If any Party is rendered unable, wholly or in part, by a Force Majeure, to perform or comply with any obligation or condition of this Contract then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance, compliance and restoration of normal operations. If only the Firm is impacted by Force Majeure and more than 60 days has elapsed then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including termination for default.

o. Warranty - A warranty is sought for both the software and implementation services.

p. Acceptance of Terms and Conditions - Submission of a proposal shall constitute acknowledgment and acceptance of all the terms and conditions contained in this Request for Proposal. The selected Firm(s) will be required to enter into a formal contract with the City

Questions regarding the specifications should be directed to Chief Jon Petroskey, City of Antigo Fire Department, (715) 623-3633 x42.