

Request for Proposals Breathing Air Compressor System

Section 1 – Background

The Town of Gibraltar 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, six (6) bottle, cascade system, which furnishes air for twenty-eight (28) 45 minute, 4500psi Self Contained Breathing Air (SCBA) bottles. The new compressor will have the capability to fill these SCBA bottles in a timely manner. The majority of funding for this purchase comes from a federal Department of Homeland Security 2021 Assistance to Firefighter Grant. Project and final invoices must be completed and submitted by May 31, 2024.

Section 2 – Equipment and Specifications

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

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

- A. Minimum of four (4) 6000 psi cylinders for storage
- B. Two bottle fill station minimum
- C. Carbon Monoxide monitoring and alarm system
- D. Remote fill hose connection
- E. Installation and instruction
- F. 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 D, 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 Gibraltar Fire Department head shall require for complete instruction in the breathing air compressor operation and maintenance procedures. One day will be required to provide factory trained instruction to our 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 warrantied 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 Gibraltar 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 Town of Gibraltar is tax exempt 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 RFP comes from a federal Department of Homeland Security 2021 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 Town for any purpose whatsoever, including for the purposes of coverage under the Wisconsin Worker's Compensation Statute or any other benefits as afforded to Town 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:
 - o Company name
 - o Contact name
 - o Mailing address
 - o Telephone
 - o Email address
 - o 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.
 - o Statement certifying that company meets and adheres to the requirements of Section 4 of the RFP.
- Vendor's qualifications and list of clients in Wisconsin.
- Minimum of three references (Wisconsin fire service preferred), with contact information.
- Description of equipment, including the standards and certifications the air compressor meets.

- Description of the training for Town 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.
- Estimated date of equipment delivery and installation assuming the contract is executed on March 8, 2023.
- 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 6 – 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 Town of Gibraltar Office, 4097 Main St, PO Box 850, Fish Creek, Wisconsin 54212 no later than February 24, 2023 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 Town of Gibraltar 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 Town of Gibraltar determines that circumstances require it. The Town of Gibraltar reserves the right to accept or reject any and all bids and to accept minor deviations from the minimum standards specified. The Town reserves to itself the exclusive right to accept high bids when it believes it would be in the best interest of the Town of Gibraltar. In making such a decision, the Town 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 Gibraltar Town Board is expected to award the bid at its March 8, 2023, meeting.

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

Andrew Bertges
Fire Chief
abertges@gibraltarwi.gov

Section 7– Method of Award

These specifications have not been established to preclude any bidders. However, the Town 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 Gibraltar Fire Department and the Town of Gibraltar.

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 Gibraltar Fire & Rescue Department requirements, including but not limited to warranty provisions.
3. Ability to meet the Service requirements.
4. Cost.
5. Timeliness of equipment delivery.

Gibraltar Fire & Rescue 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 station -with fill Carbon Monoxide monitoring and alarm system. - Instruction			
1	Two Bottle Fill Station			
4 Min	6000 psi storage cylinders			
1	Remote fill hose connection			
	Shipping and Installation			
Additional Cost? Please include total here and attach sheet with details.				
			Total	

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: _____

CONTRACT

for Breathing Air Compressor System

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

RECITALS:

WHEREAS, the Town 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 Town dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

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

WHEREAS, the Town 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 Town 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 May 1, 2024, 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 Town 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 Town, 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 Town in terminating this Contract and securing a new contracting party.

The Town 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 Town:

Andrew Bertges, Fire Chief
Town of Gibraltar
PO Box 850
Fish Creek Wi 54212
abertges@gibraltarwi.gov
920-421-3456

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.

TOWN OF GIBRALTAR

By _____

Steve Sohns, Town of Gibraltar, Chairman

Date: _____

CONTRACTING PARTY (legal Name):

By _____

Its _____, Duly Authorized

Date: _____