



NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

SCOTT AIR PACKS

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____
Project Name: _____
Firm's Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail Address: _____
Postal Address: _____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



Date of Issue: April 29, 2014

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Wednesday, May 14, 2014 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Scott Air-Packs

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: Scott Air-Packs

FOR OPENING: May 14, 2014

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website www.portagemi.gov. Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please contact the Judy Johnson, Purchasing Manager at (269) 324-9284. If you have questions regarding the specifications, please contact Assistant Fire Chief Stacy French at (269) 329-4482.

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.4. Interpretation of Documents

If any bidder contemplating submitting a Proposal is in doubt as to the true meaning of any part of any drawing or specification, the bidder may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The bidder shall be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person on record as receiving as set of the Contract Document. The City and the Purchasing Agent shall not be responsible for any other explanations or interpretations of the Contract Documents.

1.5. Bid Form

1.5.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.5.2. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.6. Bids Submitted via Facsimile Equipment

1.6.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Bid _____ for opening _____”
Bid Name Date

1.6.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.6.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to meet the proposal guaranty/bond requirement, the cashier’s check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.6.4. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted **in a timely manner, whether or not the mistake was the fault of the bidder.**

1.7. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest grand total bid is determined by the City to be in the best interest of the City based on the purpose of the project, conformance to specifications and any other reason the City believes, in the sole discretion of the City, the bidder should receive the award. Each bidder is responsible for the correctness of the unit prices and extensions. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price.

No contract is created until it is executed by an authorized representative from the City and based upon representations of the successful bidder, an authorized representative of the bidder.

2. **TERMS AND CONDITIONS**

2.1. City Contract Administrator

The Assistant Fire Chief, Stacy French, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

2.3. Contractor’s Insurance

The successful bidder will also be required to furnish:

- 2.3.1. Workers compensation insurance, including employer’s liability, under the Workers Compensation Statutes of the State of Michigan.
- 2.3.2. Comprehensive General Liability Policy of at least \$1,000,000/occurrence for personal injury and property damage.
- 2.3.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 2.3.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 2.3.5. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The contractor’s insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND
EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY
(except for Workers Compensation).
- 2.3.6. The certificates of insurance indicated above shall be endorsed to provide prior written notice to the City of cancellation, material change in policy or of intent not to renew or cancellation notice for non-payment of premium.

- 2.3.7. It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4. Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

2.5. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be

required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above 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 Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

2.6. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

2.7. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.8. Compensation to be Paid to the Contractor

The Federal Emergency management Agency (FEMA) has awarded the City a grant for the purchase of Scott Air-Packs ("Products"). FEMA rules provide that the City may not "use grant funds to prepay for any products for services in advance of delivery of the products or rendering of services. FEMA has represented to the City that grant funds will be delivered to the City after the request for same. Therefore, compensation shall be paid to the contractor as soon as possible after receipt of the Grant funds from FEMA but in no event later than 30 days after receipt of FEMA

funds. It is acknowledged and agreed by the successful vendor that the contract is made conditional upon the City receiving the full amount of the FEMA award.

3. SPECIFICATIONS

3.1. The Grant awarded by FEMA to the City concerns the purchase of Scott Air-Packs. FEMA has named the City of Portage the lead agency responsible for the purchase and distribution to area governmental agencies (Agencies) of the Products. The Agencies require the Products meet the following specifications and no substitutions, alterations, or modifications shall be accepted.

3.1.1. Scott Air-Pak X3 4500psi, 2013 Compliant RIC/UAD connection and Heads Up display standard regulator with vibralert and CBRN Integrated Pass with Pak Tracker activated. To include:

- 45 minute carbon cylinder, 4500 psi
- Quick Connect Regulator Hose
- Dual EBSS hose
- AV-3000 face piece
- Epic Voice Amp With Bracket

3.1.2. 45 minute carbon cylinders, 4500 psi.

3.1.3. AV-3000 face piece with epic amp and bracket. .

3.1.4. RIT Pak III, all options, AV-3000 face piece with regulator, 60 minute cylinder 4500psi.

3.1.5. Compliance with 2013 NFPA 1981 and 1982 Standards, and applicable MIOSHA, NIOSH and DOT requirements

3.1.6. The successful vendor shall provide a 10 year warranty for all Products, including labor and materials, with the following exceptions: Pressure Reducer – 15 year warranty; electronics – 5 year warranty; Voice Amplifier – 1 year warranty. All warranty documents shall be included in the bid proposal.

3.2. As the City of Portage is purchasing the Products on behalf of the Agencies utilizing the FEMA Grant funds, all warranties, guarantees (implied or expressed) for the Products provided to those agencies shall be transferred to each Agency receiving Products. The successful bidder shall provide with its proposal copies of all such transfer documents. The Agencies receiving the Products are as follows:

- 3.2.1. Pavilion Township- 7510 East Q Ave Scotts, Michigan 49088
- 3.2.2. Texas Township- 7110 West Q Ave Kalamazoo, Michigan 49009
- 3.2.3. South Kalamazoo County Fire Authority - 13318 N. Blvd Vicksburg, Michigan 49097
- 3.2.4. Oshtemo Township- 7275 W. Main Street Kalamazoo, Michigan 49009
- 3.2.5. Alamo Township- 7901 North 6th Street Kalamazoo, Michigan 49009
- 3.3. The City and each Agency will be executing a separate Agency Agreement concerning the purchase of Products from the City. The City requires that all Agency Agreements be approved and executed by each Agency before the City enters into a contract with a successful bidder. The City, at its sole discretion, may reduce the quantity of products ordered from a successful bidder if one or more of the Agencies for any reason does not execute such Agreement with the City or if an Agency reduces the quantities needed.
- 3.4. The City may terminate the contract with a contractor if FEMA cancels or terminates its Grant to the City or if the terms of the Grant are modified causing negative consequences to the City. City shall provide Contractor notice of such termination within three (3) business days of receiving the modification from FEMA. In such case the City and contractor shall have no further liability to each other and all rights and obligation of the parties shall be terminated.

**CITY OF PORTAGE
 BID PROPOSAL**

I, the undersigned, propose to furnish and install at the bid price shown Scott Air-Packs and associated equipment as per specifications supplied by the City of Portage, delivered to Portage Fire Station #1, 7830 Shaver Road, Portage, Michigan 49024.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

Description	Unit of Measure	Estimated Qty.	Price Each	Total
Scott Air-Pack X3 4500psi, 2014 Compliant RIC/UAC connection and heads up display standard regulator w/vibralert and CBRN integrated pass with pack tracker activated, to include 45 minute carbon cylinder 4500 psi, quick connect regulator hose, dual EBSS hose, AV-3000 face piece, epic voice amp with bracket.	Per Set	196	\$_____	\$_____
45 minute carbon cylinders, 4500 psi	Each	196	\$_____	\$_____
AV-3000 face piece with epic amp and bracket	Each	31	\$_____	\$_____
RIT Pak III, All options, AV-3000 face piece with regulator, 60 minute cylinder 4500psi	Per Set	15	\$_____	\$_____
GRAND TOTAL				\$_____

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition in accordance with all specifications contained herein subject to purchaser's inspection and approval not later than 90 days from receipt of a Purchase order (please note that availability and delivery will be considerations in award of the bid.

TERMS: _____
 (Minimum of 30 days, please identify any discounts given)

FIRM NAME: _____

BY: _____
 Signature

DATE: _____

BY: _____
 Name and Title (print or type)

ADDRESS: _____
 Street City State Zip Code

Phone: _____ Fax: _____