

**Clinton Fire Department
Request for Proposals
Self-Contained Breathing Cylinder Filling Station**

PROPOSAL DUE DATE: January 13, 2023, at 2:00 PM EST
LOCATION: Village of Clinton
119 E. Michigan Avenue
Clinton, MI 49236

Purchasing Contact: Dennis Keezer, Fire Chief
Phone: (517) 605-1063
E-mail: Keezerd@Villageofclinton.org

DESCRIPTION: The Clinton Fire Department is soliciting proposals for the purchase of a Self-Contained Breathing Cylinder Filling Station which includes, but is not limited to, all in one compressor, 2-position fill station, 2 ASME cylinder storage tanks, purification system, remote fill hose connection with 100 foot of hose, cabinet enclosed reel, with a minimum of 5,500 psi.

Download this solicitation from the Village of Clinton website at: www.villageofclinton.org. Copies of the complete Request for Proposals documents may also be obtained from the Village Clerk, Village of Clinton, 119 E. Michigan Avenue, Clinton, MI, 49236, (517) 456-7494, utilitybilling@villageofclinton.org

Proposals must be in the actual possession of the Village Clerk at the location indicated, on or prior to the exact time and date indicated above. Proposals received by the correct time and date shall be publicly acknowledged. Late proposals shall not be considered.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSALS.

TABLE OF CONTENTS

1.0 - GENERAL INFORMATION FOR THE RESPONDING FIRM 3
2.0 - GENERAL TERMS AND CONDITIONS 5
3.0 - SPECIAL TERMS AND CONDITIONS..... 7
4.0 - SUBMITTAL INFORMATION..... 8
5.0 - SCOPE OF WORK..... 10
6.0 - OFFER AN ACCEPTANCE FORM..... 11
ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM..... 12

1.0 - GENERAL INFORMATION FOR THE RESPONDING FIRM

- 1.1 **ISSUING OFFICE:** This RFP is issued for the Clinton Fire Department, 119 E. Michigan Avenue, Clinton, Michigan, 49236 (hereinafter referred to as the "Department") through the Village of Clinton, which shall be referred to as the "Issuing Office."
- 1.2 **PROPOSALS:** All proposals received by the Department in response to this RFP will be retained.
- A. Proposals must be signed by an individual authorized to bind the contractor to its provisions.
 - B. Proposals must arrive in the Village of Clinton Office on or before the date and time indicated, Village of Clinton time to be considered timely. Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of the proposal. Late proposals will not be accepted and will be returned to the proposer. The prevailing clock shall be www.time.gov.
 - C. All proposals submitted in response to this invitation shall become the property of the Department. Proposals shall be a matter of public record available for review. However, proposals shall not be considered fully received for the purpose of Freedom of Information Act requests until the Department has determined that no additional clarifications or revisions of offers shall be accepted.
 - D. Proposals are an irrevocable offer and may not be withdrawn within 90 days after the deadline for submission. Submission of clarifications and revised offers automatically establish a new 90-day period.
 - E. The Department or Village of Clinton are not liable for any costs incurred by contractors prior to issuance of a contract.
 - F. Before submitting a proposal, firms shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested.
- 1.3 **TENTATIVE SCHEDULE:** The Department may deviate from this schedule. The Department will not discuss the status of any proposal or the selection process. All proposers will be notified in writing of the Department's decision. Please do not contact Department staff for status updates. Interviews will be scheduled at mutually agreed upon times.

Proposal Reviews:	one week after bid opening
Product demonstrations/Field Testing, if applicable:	two weeks after Proposal Reviews
Final Decision:	two weeks after demonstrations/field testing

- 1.4 **AWARD OF CONTRACT:** This project will be awarded to a single contractor who submits the proposal deemed to be in the best interest of the Department, unless otherwise noted in this document. Notwithstanding any other provision of the Request for Proposal, the Department reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all proposals, or portions thereof; or (3) reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the Department based upon the terms, conditions, and specifications contained in the Department's Request for Proposal. Proposals do not become contracts unless and until the Department executes them. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, a Best and Final Offer, or by mutually agreed terms and conditions.

1.5 **SPECIAL INFORMATION**

- A. Addenda to the RFP: In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all contractors who are recorded as having received the RFP. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda.
- B. News Releases: News releases pertaining to this RFP or the services, study or project to which it relates will not be made without prior approval, and then only in coordination with the Issuing Office.

1.6 **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the offeror certifies that in connection with this proposal:

- A. The fees in the proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such fees with any other offeror or with any competitor; and,
- B. Unless otherwise required by law, the fees that have been quoted in the proposal have not been knowingly disclosed by the offeror directly or indirectly to any other offeror or to any competitor; and,

A. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.7 **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.

1.8 **DEFINITIONS:**

A. The "Department" – The Clinton Fire Department

B. "Contractor," "Vendor," "Firm," or "Proposer" - The firm submitting a proposal, ultimately responsible for any contract that results from this RFP.

C. "RFP" – This Request for Proposals.

1.9 **INTERVIEWS:** The Department anticipates shortlisting the proposers based upon responses to the submittal requirements. If necessary, the Department shall conduct interviews/demonstrations. However, the Department may determine that shortlisting and/or interviews/demonstrations are not necessary.

1.10 **FIRM QUALIFICATIONS:** Experiences with the Department and entities that evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience. The Department reserves the right to make any such additional investigations as it deems necessary to establish the competency and financial stability of any firm submitting a proposal.

1.11 **DELIVERY:** Where applicable, proposals shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.

1.12 **MICHIGAN CONSTITUTIONAL REQUIREMENT:** Notwithstanding any provision in this Contract to the contrary, and in accordance with Article I, Section 26 of the Michigan Constitution as adopted by the electorate November 7, 2006, The Department or its general contractors shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of this Contract. This section shall not prohibit any action that must be taken to establish or maintain eligibility for any federal program if ineligibility would result in a loss of federal funds in connection with this Contract, nor shall this section be interpreted as prohibiting bona fide qualifications based on sex that are reasonably necessary to the execution of this Contract. In the event of conflict between any term of this Contract and this section, the language of this section shall control.

1.13 **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:

(i) in the United States District Court for the Eastern District of Michigan; or

(ii) in any court of the State of Michigan sitting in Lenawee County, if there is no federal subject matter jurisdiction.

1.14 **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and Village laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

1.15 **EQUALS:** Proposals submitted as "equals," shall be identified and any key differences in specification shall be explained with the proposal submission. Product literature must be submitted with the proposal. If no exceptions are taken, the Department will expect and require complete compliance with the specifications and conditions of purchase.

The Department reserves the right to determine in its sole discretion whether items submitted are accepted as an equal. The Department's decision shall be final.

2.0 - GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of his or her actual or perceived race, color, religion, national origin, age, sex, height, weight, physical or mental disability, family status, sexual orientation, gender identity or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers. The bidder agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- 2.3 ASSIGNMENT OF CONTRACT:** The contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the Department.
- 2.4 INDEMNIFICATION:** The contractor shall protect, defend, and save the Department, its officials, employees, departments and agents harmless from and against any claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement shall limit the terms of this indemnification provision. In case of any action brought against the Department by reason of any such claim, suit, action or demand, upon prompt notice from the Department, contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the Department.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the Department and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a Department payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the Department. The Department shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Village of Clinton Charter, all Village Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 ROYALTIES, PATENTS, COPYRIGHTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Department harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the Department. The Contractor shall place no restrictions on the Department with regard to the distribution of any of these materials; the Department shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the Department.
- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.
- 2.13 OTHER FEDERAL COMPLIANCE:** Where applicable (such as, but not limited to, Construction Managers) contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40

U.S.C. 327A 330); Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

3.0 - SPECIAL TERMS AND CONDITIONS

3.1 CANCELLATION FOR CAUSE: The Department reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation under this contract. The Department shall issue written notice to the contractor for any of the following circumstances:

- A. The contractor fails to adequately perform the services set forth in the specifications of the contract:
- B. The contractor fails to make progress in the performance of the contract or gives the Department reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) calendar days to provide a satisfactory response to the Department. Failure on the part of the contractor to adequately address all issues of concern may result in the Department resorting to any single or combination of the following remedies.

- A. Cancel any contract
- B. Reserve all rights or claims to damage for breach of any covenant of the Contract:
- C. In case of default, the Department reserves the right to complete the required work. The Department may recover reasonable excess cost from the contractor by any remedies as provided by law.

3.3 CANCELLATION FOR CONVENIENCE: The Department may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is canceled by the Department as provided herein, the Contractor will be paid a fair payment as negotiated with the Department for the work completed as of the date of termination.

3.4 PAYMENT: Payment shall be made monthly, or at the end of each project, within 30 days following the submittal of a correct invoice for goods received or work performed. Where applicable, expenses shall be billed at cost without markup, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.

3.5 INSURANCE:

- a. The Contractor shall at the time of execution of this contract, file with the Department the Certificate of Insurance, which shall cover all of his/her insurance as required herein. Each such policy and certificate shall be satisfactory to the Department. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his/her operations under this Contract.
- b. The contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers' Compensation:	\$ 100,000 or statutory limit
Commercial General Liability:	Bodily Injury \$1,000,000 each occurrence
	Property Damage \$1,000,000 each occurrence
	or Combined Single Limit \$1,000,000
Automobile Liability:	Bodily Injury \$ 300,000 each person
	Liability \$ 500,000 each occurrence
	Property Damage \$ 500,000
	or Combined Single Limit \$ 500,000

4.0 - SUBMITTAL INFORMATION

4.1 SUBMITTAL TERMS AND CONDITIONS

- A. **Basic Submittal Instructions:** Each proposal received by the Department in response to this RFP becomes the property of the Department and:
1. Shall be signed by an individual authorized to bind the contractor to its provisions.
 2. Shall be submitted in a tightly sealed opaque envelope/box by the due date/time listed on the front page of this RFP. The envelope or box shall be clearly identified as "Bid Proposal". Contractors should allow normal mail delivery time to ensure timely receipt of the proposal. Late proposals will not be accepted and will be returned to the proposer. The prevailing clock shall be www.time.gov.
- B. **Proposal Costs:** The Department is not liable for any costs incurred related to preparation of submittal proposals or travel costs related to interviews, or any other costs incurred prior to contract award and outside of the scope of this contract.
- C. **Exceptions To Contract Terms And Specifications:** Offeror shall clearly identify and reference by paragraphs any proposed deviations from the RFP. The exception(s) shall include, at a minimum, the Offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Offeror's proposal, the Department will assume complete conformance with this specification and the successful Offeror will be required to perform accordingly. Alternate written proposals submitted may be considered; however, the Department will make final determination as to suitability and compliance with the scope of service. Proposals submitted not meeting all requirements may be rejected. Oral proposals will not be considered.

4.2 SUBMITTAL REQUIREMENTS (provide the following documents in a SEALED envelope/box):

- A. **Four (4)** complete and **bound** copies of the items in 4.2 (b). These copies will be distributed to the selection committee, and should appear professional and organized. These copies should have a table of contents, page numbers, dividers, and clearly marked sections. Committee members usually have many proposals to evaluate; if information is difficult to find, it could be overlooked or could affect overall perception of your firm.
- B. The proposal should include the following items, in this order:
1. Your proposal
 2. Submit a detailed price sheet and warranty with your proposal
 3. SIGNED and completed offer section on the Offer and Acceptance Form
 4. Completed DBE forms contained in Attachment A, if applicable
 5. Any alternates you are proposing, clearly identified

4.3 EVALUATION CRITERIA:

All proposals received will be evaluated by the Department for the purposes of selecting a firm. Evaluations will be a two-tier process.

- | TIER I | TIER II |
|---------------------------|-------------------------|
| A. PRODUCT QUALIFICATIONS | A. EQUIPMENT FIELD TEST |
| B. FIRM QUALIFICATIONS | |
| C. PRICE AND WARRANTY | |

All proposals received will be evaluated by the Department for selection purposes. The following main categories, listed in relative order of importance, will be considered in selection. The response to this RFP shall focus on these criteria, and shall be submitted in the same order as requested and must contain, at a minimum, all of the items listed below:

TIER I- SHORTLISTING FOR ON-SITE FIELD TEST:

A. PRODUCT QUALIFICATIONS

1. Provide detailed product brochure of product being proposed.
2. Evaluations shall be based on stated specifications.

B. FIRM QUALIFICATIONS

1. Describe the qualifications of your firm.
2. Describe training program for new equipment and qualifications of the trainer.
3. Describe your firms experience and strengths with the products bid.

C. PRICE AND WARRANTY

1. Submit a detailed price sheet and warranty with your proposal.
2. State how product repairs would be coordinated for warranty covered and out of warranty items. Include time of repairs, communication method, and loaner equipment.

TIER II

A. FIELD EQUIPMENT TEST

1. Provide product for field testing by the Department, at no charge.
2. Field test evaluation shall be based on effectiveness of product in field test including but not limited to:
Use time, handling ability, ease of use etc.

5.0 - SCOPE OF WORK

5.1 BACKGROUND

The Department is seeking proposals from qualified firms to provide a Self-Contained Breathing Cylinder Filling Station which includes, but is not limited to, all in one compressor, 2-position fill station, 2 ASME cylinder storage tanks, purification system, remote fill hose connection with 100 foot of hose, cabinet enclosed reel, with a minimum of 5,500 psi.

5.2 DESCRIPTION OF PRODUCT

Product proposals shall be as listed below or equal in specification:

- One Self-Contained Breathing Cylinder Filling Station to include:
 - All in one compressor with 2 position fill station
 - 2 ASME cylinder storage tanks
 - Purification system
 - Remote fill hose connection with 100' of hose and cabinet enclosed reel
 - Minimum of 5500 psi

Before submitting a proposal, firms shall carefully examine the scope of work and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal all items requested.

6.0 - OFFER AND ACCEPTANCE FORM

TO THE CLINTON DEPARTMENT: We propose to furnish all services, labor, materials, equipment, tools, or transportation required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the Department.

We hereby offer and agree to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposals and any written exceptions in the offer. We understand that the items in this Request for Proposals, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

We agree to complete the contract within the times specified in this Request for Proposals.

We acknowledge receipt of the following addendum(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

Company Name

For clarification of this offer, contact:

Address

Name: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name Email: _____

Title

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the Department.

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the Village of Clinton.

COUNTERSIGNED:

Kevin Cornish, Village Manager

Date

Witness

Date

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

I. YOUR FIRM'S BACKGROUND:

- Is your firm an MBE (at least 51% minority ownership)? YES NO
- Is your firm a WBE (at least 51% woman ownership)? YES NO
- Are you subcontracting any part of this project? YES NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subcontractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subcontractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	Department/ State	Trade or Commodity	MBE	WBE	Approximate dollar value
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____
_____	_____	_____	Y / N	Y / N	\$ _____

III. DBE RECRUITMENT ACTIVITY LOG: List the MBE's and WBE's that were approached about being a subcontractor for this job, but who are NOT listed above as a subcontractor.

NAME OF FIRM <i>APPROACHED,</i> BUT NOT USED ON THIS PROJECT	Departme nt/State	Trade or Commodity	MBE	WBE	Reason not used on this project
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____
_____	_____	_____	Y / N	Y / N	_____