

**KITTITAS VALLEY FIRE & RESCUE
INSTRUCTIONS TO BIDDERS
SELF-CONTAINED BREATHING APPARATUS**

Kittitas Valley Fire & Rescue (“KVFR” or “District”) is seeking Bids from highly qualified firms to provide Self Contained Breathing Apparatus equipment and related components (SCBA) to initially replace all existing KVFR SCBA. All bids must comply with these instructions and conform to these specifications and be presented on the forms provided for that purpose.

Kittitas Valley Fire & Rescue is responsible for fire and EMS protection in the communities of Ellensburg and Kittitas as well as unincorporated areas in the lower Kittitas valley area of Kittitas County.

KVFR’s address: 400 E. Mountain View Ave.
Ellensburg, WA 98926

KVFR’s representative for all matters relating to this invitation for bids is Sydney McBride: E-mail mcbridesy@kvfr.org Phone 509-933-7231.

Bid packets may be requested via email from Kittitas Valley Fire & Rescue Secretary Sydney McBride at mcbridesy@kvfr.org, picked up at Kittitas Valley Fire & Rescue, 400 E. Mountain View Ave., Ellensburg, WA 98926 or viewed on the website at www.KVFR.org.

1. **Definitions** The following terms shall have the meaning set forth below when used in this instrument:
 - 1.1. **Bidder.** Any person or entity that submits a qualified bid in response to the invitation for bids by KVFR.
 - 1.2. **Qualified Bid.** Any bid submitted to KVFR in response to the invitation for bids issued by KVFR that complies with the bid requirements.
 - 1.3. **KVFR.** Kittitas Valley Fire & Rescue.
 - 1.4. **Supplier.** The bidder who is awarded the contract to supply the Equipment described in the Equipment Specifications issued by KVFR, whether referred to as successful bidder, vendor, contractor, or manufacturer in subsequent documents.
 - 1.5. **Acceptance.** The term acceptance shall mean that time at which KVFR indicates that the Equipment, as received, substantially complies with the Equipment Specifications.
 - 1.6. **Equipment.** SCBA as more particularly described in the Equipment Specifications **Exhibit C**.
 - 1.7. **Equipment Specifications.** The specifications attached here to as **Exhibit C**.

2. Bid Instruction Clarifications and Addendums.

2.1. Clarifications. Questions or Requests for Clarification of the Bid Instructions and Equipment Specifications must be sent to Sydney McBride, District Secretary, via email to mcbridesy@KVFR.org and be received by August 31st, 2023 at 12:00pm. Incomplete or late inquiries will not be considered.

2.2. Addendums. It is the sole responsibility of the Bidder to learn of Addenda, if any. Such information may be obtained at: www.KVFR.org. Kittitas Valley Fire & Rescue accepts no responsibility or liability and will provide no accommodation to Bidders who fail to check for addendums and submit inadequate or incorrect responses.

3. **Invitation for Bids.** KVFR will accept sealed bid proposals for the Equipment as follows:

3.1. Time. Bid proposals must be submitted on the forms included in this document and must be properly signed in the space indicated on the Signature Sheet, received by KVFR on or before August 31st, 2023 at 12:00pm.

3.2. Method of Submittal.

3.2.1. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the deadline due to unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. KVFR assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of bid. Bids must be date and time stamped by KVFR on time to be considered. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any vendor.

3.2.2. Bids submitted via mail must be addressed to: ATTN: SCBA, Kittitas Valley Fire & Rescue 400 E. Mountain View Ave., Ellensburg, WA 98926. In some cases, acceptance of submissions requiring a signature may be delayed due to District staff not being available to sign for deliveries. District mail is usually collected once each business day. Mail received after that time will not be collected until the next business day, and therefore possibly not received by the District by the due date and time.

3.2.3. Bids delivered by via hand must be delivered to: ATTN: SCBA, Kittitas Valley Fire & Rescue, 400 E. Mountain View Ave., Ellensburg, WA 98926. Please note that Bids should be delivered during regular business hours; the District office is not staffed 24-hours a day.

3.2.4. Bids must be in a sealed envelope, and clearly marked "RFP# 2023-1 SCBA Equipment."

3.2.5. Bids submitted by FAX or EMAIL will NOT be accepted.

3.2.6. Bidders shall allow enough time for delivery to occur. Official time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of Bids.

3.2.7. Bids received after the listed date and time will not be accepted. The District is not responsible for delays in delivery.

3.3. Bid Withdrawal. A Bidder may, without prejudice to the Bidder, withdraw, modify, or correct a proposal after it has been deposited with KVFR, provided the request is filed with KVFR, in writing before the time set for opening the bid proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the Bidder.

3.4. Bid Opening. Bids will be opened immediately following the Bid submittal time on August 31st, 2023 at 12:15pm.

3.5. Bid Award. A decision to award bids will be made within 90 days of the Bid Opening date. Bidders may not withdraw Bids after the set due date and time, unless award of the contract is delayed for more than ninety (90) days. The contract will be awarded after an evaluation of all bids have been made, and in the interest of suitability to the Kittitas Valley Fire & Rescue's needs and/or economy, equipment, furnishings or service other than the lowest price may be selected. KVFR shall use the following evaluation criteria.

3.5.1. Price 40%

3.5.2. Delivery Date 15%

3.5.3. Availability of Parts and Services/Customer 15%

3.5.4. Experience and Reputation of Vendor 10%

3.5.5. Conformity to Specifications and number of Exceptions 20%

4. **Acceptance - Rejection of Bids.** KVFR reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the equipment or services for its intended use and further specifically reserves the right to make the award in the best interests of KVFR. All equipment or services listed is intended for a particular use by KVFR in which it is to be used and must meet the requirements of that particular division(s). Other factors to be considered in awarding the bid will be price, quality, and time to make the delivery. Unless otherwise specified by the bidder, KVFR reserves the right to accept any item in the bid and to award items to one or more Bidders.

5. **Contents of Bid Proposal.** All bid proposals shall contain or be accompanied by the following:

- 5.1. Format and Copies.** Bids should be concise and only include information requested. Bidders shall provide 1 signed original copy of the Bid and 5 paper copies along with 1 electronic copy on CD or USB thumb drive (MS Word, MS Excel compatible or pdf files) Page size: 8.5” x 11.” Minimum font size: 12 point.
- 5.2. Bidder Information.** The general information form (**Exhibit E**) is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to submit Bids and enter into contract negotiations on behalf of your company. This individual must be at least 18 years of age. **Failure to submit this form may result in your Bid being deemed non-responsive and rejected.**
- 5.3. Proposal.** The bidder's detailed specifications of the SCBA which it proposes to furnish that meets or exceeds the specifications in **Exhibit C**. Such description shall be set forth in the same sequence as set forth in these specifications.
- 5.4. Contract Documents.** The contract must substantially be in the form attached hereto as **Exhibit A**. If bidder takes exception to any provisions of the contract form, such exceptions must be stated in the Proposal.
- 5.5. Qualification of Bidder.** The Proposal must include satisfactory evidence of the bidder's ability to supply the Equipment specified and must include information necessary to meet Bidder Requirements stated in **Exhibit B**.
- 5.6. Availability of Parts and Services.** Supplier must have an authorized service center or service technician within the State of Washington. A signed document from the manufacture confirming this must be included with the bid.
- 5.7. Authority.** The bid must be signed by an authorized representative of the Bidder. The Bidder shall provide with the bid proposal, proof of such representative's authority to contractually bind the Bidder.
- 5.8. Price.** The total bid price exclusive of state and local sales or use tax.
- 5.9. Payment Terms.** Terms shall be one hundred percent payment after final acceptance of the Equipment by KVFR. No other terms shall be acceptable unless specifically agreed to by KVFR. The bidder shall be aware that it may take thirty (30) days to process payment.
- 5.10. Delivery Date.** The Bidder shall provide in the bid proposal the amount of time in which the Equipment will be delivered to KVFR. The delivery date shall be no later than December 1, 2023, subject only to labor strikes, acts of God or other delays not the fault of the Supplier. Deliveries must be made to the Delivery Location between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday as soon as it is practicable, but in no event later than the Delivery Date.

- 5.11. Shipping Charges.** All prices shall include freight to destination (FOB Destination, Prepaid and Allowed). The District will reject requests for additional compensation for freight charges.
- 5.12. Delivery Location.** Deliveries shall be made FOB to Kittitas Valley Fire & Rescue 400 E. Mountain View Ave., Ellensburg, WA 98926 or such other location designated by KVFR or other municipal corporation purchasing of this bid.
- 6. Acceptance and Testing.** On receipt of the completed Equipment at KVFR's designated location, KVFR shall have a period of ten (10) days in which to inspect and test the Equipment prior to acceptance. Notification must be made to the Fire Chief or his/her designee three (3) days prior to delivery so that personnel may be available to receive delivery. Since time is of the essence, the date of delivery as shown in the Bid may be taken into consideration in the award or in the cancellation of the award for breach of contract. In the event the Equipment fails to comply with the Equipment Specifications or fails to meet the test requirements after the first inspection and tests, the Supplier shall be immediately notified and shall have a period of 30 days after the completion of such inspection and tests to correct the noted deficiencies. KVFR shall then have a second period of 15 days in which to re-inspect and re-test the Equipment prior to acceptance. Failure to make such changes as KVFR may consider necessary to conform to any provision of the Equipment Specifications within the 30 day period shall be cause for rejection of the Equipment.
- 7. Compliance.** KVFR advises all prospective Bidders that compliance with the requirements of these instructions to bidders as well as the Equipment Specifications will be considered by KVFR in determining whether to accept or reject any bid.
- 8. Material Considerations.** Each of the requirements contained in this document are material and the failure of a Bidder to comply with each requirement may constitute grounds for the rejection of the bid in the discretion of KVFR.
- 9. Bidding Errors.** KVFR will not be liable for any errors in any Bidder proposal and Bidders will not be allowed to alter or modify bids after the Bid submittal deadline. KVFR reserve the right to correct or amend errors such as typing, transposition or other obvious errors, however, KVFR is not required to make such corrections or amendments. If a Bidder claims error and asks to be relieved of an award, the Bidder will be required to promptly present certified work sheets documenting the error. If KVFR, upon review of the work sheets is convinced, in KVFR's sole discretion, that an honest, mathematically excusable error or omission of costs has been made, the Bidder, may be relieved of Bidder's bid. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.
- 10. Offer Irrevocable - Time Period.** All bid proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of ninety (90) days from the date of opening of the bids.

11. **Liquidated Damages.** If the Supplier fails to deliver the completed Equipment to the location specified on or before the date specified in the contract, because of difficulty in computing the actual damages to KVFR arising such delay, it is determined in advance and agreed by the parties that the Supplier shall pay KVFR the amount of \$100.00 per calendar day until the Supplier delivers the completed Equipment to the location specified. The parties agree that this amount represents a reasonable forecast of the actual damages that KVFR will suffer by failure of the Supplier to complete the Equipment within the agreed time period. The execution of the Contract shall constitute acknowledgment by the Supplier that the Supplier has ascertained and agrees that KVFR will suffer actual damages in the above amount for each day during which the completion of the Equipment is delayed beyond the agreed completion date.
12. **Warranty.** The base SCBA Equipment warranty against defects in material or workmanship must be for the life of the product as long as the original purchaser owns the equipment and must encompass the entire assembly and include all standard components Unless otherwise stated, the warranty of the manufacturer shall comply with the contract requirements and shall cover all components of the Equipment including accessories.
- 12.1. The warranty obligation shall include the following:
- 12.1.1. All Equipment and required labor.
 - 12.1.2. All transportation and shipping costs for the Equipment or any part of the Equipment from KVFR headquarters station to the place of repair and return.
 - 12.1.3. The term of the warranty or warranties.
 - 12.1.4. A copy of the warranty must be included in the bid.
 - 12.1.5. Shall not require a registration in order to activate.
13. **Statutes and Regulations.** The completed Equipment must comply with all applicable federal statues and regulations, applicable Washington statutes and regulations of the Department of Labor and Industries and all other applicable state regulatory agencies. In the event the Equipment Specifications cannot be complied with without violating such requirements, the Bidder shall so state.
14. **Equal Opportunity.** The District is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged and Women's Business Enterprises. Kittitas Valley Fire & Rescue, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in 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, disadvantaged business enterprises, as defined in 49 CFR part 26, will be afforded full opportunity to submit qualification statements in response to this invitation and will

not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

15. **Patents.** The Supplier shall defend any and all suits and assume all liability for any claims against KVFR, or any of its officials, employees, and agents, for the use of any patented process, device or article forming a part of the Equipment or any appliance to be furnished under the contract.
16. **Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted by KVFR. KVFR accepts no responsibility for the performance of a purchasing contract by the successful bidder and KVFR accepts no responsibility for payment of the purchase price by any entity purchasing under this provision.
17. **Conflict of Interest.** Bidders must certify, by signing below, that no officer, agent, or employee of KVFR who have participated in the contract negotiations on the part of KVFR have a pecuniary interest in the bid proposal and that the proposal is made in good faith without fraud, collusion, or participation of any kind by any other bidder under the same call for bids and that the Bidder is submitting the bid in its own behalf and not as an undisclosed agent of any person or firm.

I declare under penalty of perjury of the laws of the State of Washington that the above is true and accurate.

**EXHIBIT A
CONTRACT FORM**

**AGREEMENT BETWEEN
KITTTITAS VALLEY FIRE & RESCUE,
AND _____
FOR THE PURCHASE OF _____**

THIS AGREEMENT is made and entered into by Kittitas Valley Fire & Rescue, a Washington municipal corporation hereinafter "KVFR"; and _____ "Vendor."

In consideration of the payments, covenants, and agreements hereinafter mentioned, to be made or performed by the parties hereto, the parties covenant and agree to the following:

1. **Term – Agreement.** The term "Agreement" as used herein, shall constitute this document entitled "Agreement between Kittitas Valley Fire & Rescue, and _____ and the following attachments which are incorporated by this reference:

Attachment A: Minimum Specifications of the Self-Contained Breathing Apparatus, and

Attachment B: Instructions to Bidders, and

Attachment C: Vendor's Proposal dated _____.

- 1.1. The terms of this Agreement, including the Attachments, shall be read together. Unless otherwise specified in this Agreement, in the event that any of the terms of the Agreement including the Attachments conflict with each other, the following shall be the order of precedence:

A. This Agreement shall take precedence over the terms of any other portion of this Agreement. Attachment A shall take precedence over Attachments B, and C. Attachment B shall take precedence over Attachment C.

2. **Term – Equipment.** This Agreement is for the purchase of ___ new _____ together with all described parts, systems and equipment that conforms to the terms of this Agreement "Equipment".

3. **Scope of Work**

3.1. Vendor agrees to build and deliver to KVFR _____ () fully functional Equipment that meets the specifications set forth in this Agreement and its various attachments.

3.2. KVFR promises and agrees with Vendor to engage Vendor to provide the Equipment as described in this Agreement and for Vendor to complete and finish the same according to the plans and specifications set forth in this Agreement and Attachments.

4. Delivery and Risk of Loss

- 4.1. Vendor agrees to deliver to KVFR _____ (___) fully functional Equipment, free of defects, that conforms to the specifications set forth in this Agreement no later than December 1st, 2023 F.O.B. delivered to 400 E. Mountain View Ave, Ellensburg WA 98926; provided, the risk of loss for any defect or damage to the Equipment shall remain with Vendor until the Equipment is accepted by KVFR.
- 4.2. Vendor shall, at the request of KVFR, provide a representative to demonstrate the operation of the Equipment and to train and instruct KVFR representatives regarding the operation of the Equipment at the time of delivery.

5. Time is of the Essence/Liquidated Damages

- 5.1. KVFR and Vendor agree that time is of the essence in the performance of this Agreement.
- 5.2. Liquidated damages at a rate of \$100.00 per calendar day shall be assessed against Vendor for the late performance of any condition or term set forth in this Agreement. Vendor's delay in the performance of any term of this Agreement shall be excused if the cause of such delay is beyond the control of, and without the fault or negligence of, Vendor, including acts of god, acts of the public enemy, acts of a government entity, fires, floods, and earthquakes directly affecting Vendor.

6. Payment.

- 6.1. Payment shall be one hundred percent payment within 30 days of final acceptance of the Equipment by KVFR.

7. Inspection

- 7.1. KVFR is entitled to inspect the Equipment at the times and in the manner specified in the Instructions to Bidders.
- 7.2. Vendor specifically agrees that its failure to afford KVFR the opportunity to inspect the Equipment pursuant to the terms of this Agreement shall be sufficient cause, in and of itself, for the rejection of the Equipment.
- 7.3. Notwithstanding any right of inspection, Vendor shall notify KVFR of any known or discoverable defect in the Equipment that exists on the date the Equipment is delivered or is later discovered by Vendor.

8. **Acceptance.** Acceptance of the Equipment shall occur after the Equipment passes post-delivery inspections and tests. Risk of loss for any defect or damage to the Equipment shall remain with Vendor until the Equipment is accepted. The fact that KVFR uses the Equipment for the inspection and tests shall not constitute acceptance.

9. Rejection. KVFR reserves the right to inspect the Equipment for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject a non-conforming or defective Equipment. KVFR will notify Vendor of the rejection of the Equipment in writing. KVFR will also provide Vendor with a written description of the reason(s) for rejection. KVFR will hold the Equipment in its possession with reasonable care at Vendor's disposition for a time sufficient to permit Vendor to remove the Equipment. If Vendor gives no instructions within a reasonable time after notification of the rejection, KVFR will store the Equipment at Vendor's expense and such expense shall become a security interest in favor of KVFR.

10. Cure

- 10.1.** If KVFR has rejected the Equipment for a defect or non-conformity, or the Equipment has or develops a defect after acceptance of the Equipment, Vendor shall have thirty (30) days to cure the defect; provided, Vendor provides KVFR written notice of Vendor's intent to cure the defect and assures KVFR that it is capable of curing such defect. KVFR shall notify Vendor in writing of its discovery of any defect within thirty (30) days of the actual discovery of the defect. The cure of the defect shall be at the sole expense of the Vendor, and Vendor shall cover all costs of such cure.
- 10.2.** Unless otherwise agreed to in a separate writing signed by the parties, Vendor shall have one opportunity to cure each defect for which it has been placed on notice or which Vendor discovers. Any agreement to cure defects of the Equipment shall not constitute a settlement of claims brought pursuant to the terms of this Agreement.
- 10.3.** If, at any time, Vendor discovers a defect in the Equipment, Vendor shall, within two (2) days of discovery, notify KVFR of such defects in writing and shall promptly cure such defect, if Vendor so chooses, pursuant to this section.

11. Warranty

- 11.1.** Vendor warrants and guarantees that the Equipment will be manufactured in accordance with the specifications set forth in the attachments to this Agreement. Vendor shall provide express warranties consistent with the requirements in the Bid Specifications.
- 11.2.** The implied warranties of merchantability and fitness for a particular purpose, as set forth in sections 62A.2-314 and -315 of the Revised Code of Washington, shall apply to the Equipment. These implied warranties shall apply even though they may be disclaimed in an attachment to this Agreement or other documents supplied by the Vendor, such that this section shall prevail over such disclaimer, and such disclaimer shall not apply. The inspection of or failure to inspect the Equipment shall not constitute a waiver or cancellation of the implied warranties.
- 11.3.** Vendor shall provide all paperwork relating to warranty coverage of the Equipment or their components to KVFR upon delivery of the Equipment. In the event of any discrepancy or inconsistency between the paperwork and this Agreement, the provisions providing the greatest warranty protection to KVFR shall control.

- 12. Indemnification.** Vendor shall defend, indemnify, and hold KVFR, its officers, officials, employees, agents and volunteers harmless from injury and all claims, injuries, damages, losses, and suits including all legal costs and attorney fees arising out of or in connection with the performance of this Agreement except for injuries and damages resulting from the sole negligence of KVFR. KVFR's inspection or acceptance of the Equipment when completed will not be grounds to avoid any of these covenants of indemnification. The provisions of this section shall survive the expiration or termination of this Agreement. KVFR shall: (1) promptly notify Vendor of any claim for which indemnification may be sought; (2) cooperate fully in the defense of such claim; and (3) permit Vendor to settle or compromise such claim on terms and conditions which, in good faith, it determines are appropriate.
- 13. Insurance.** The Vendor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by KVFR shall not contribute to it. If any part of this Contract is subcontracted, these insurance requirements also apply to all subcontractors.
- 14. Discrimination.** In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, Vendor, its sub-contractors, or any person acting on behalf of Vendor or its sub-contractor shall not, by reason of race, religion, color, sex, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 15. Severability.** If any term, provision, condition, or other portion of this Agreement, or its application to any person is held to be inoperative, invalid, or void, then the same shall not affect any other term, provision, condition, or any other portion of this Agreement or its application to any person.
- 16. Cumulation of Remedies.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 17. Non-Waiver of Breach.** No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party, or waiver of, the breach of the other whether expressed or implied shall not constitute a continuing waiver of or consent to, nor excuse a different or subsequent breach. The failure of KVFR to enforce one portion of this Agreement shall not constitute a waiver, or excuse the breach, of another portion of this Agreement.
- 18. Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement and understands and agrees to be bound by its terms.

19. Choice of Law/Attorney Fees and Costs.

19.1. This Agreement shall be exclusively governed and controlled by the laws of the State of Washington, including, but not limited to, the State's Uniform Commercial Code as contained in Chapter 62A.2 RCW. To the extent that this Agreement conflicts with the provisions of Chapter 62A.2 RCW, the terms of this Agreement shall control. Jurisdiction and venue for any action relating to this Agreement shall exclusively be in the Superior Court for Spokane County, Washington. In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.

20. Termination. This Agreement may be terminated in whole or in part:

20.1. By KVFR if Vendor fails to deliver a conforming Equipment within thirty (30) days after the time for delivery specified in this Agreement or after thirty (30) days for a cure of any defect or non-conformity. KVFR shall notify Vendor of the termination, the reasons thereof, and the effective date.

20.2. By the mutual written agreement of KVFR and Vendor. The Agreement to terminate shall include the conditions of termination, the effective date, and in the case of termination in part, the portion to be terminated.

20.3. After the effective date of termination, no charges incurred under this Agreement, or terminated portions thereof, are allowable.

21. Notice to Proceed. Vendor shall commence all work immediately upon execution of the Agreement.

22. Sales Tax. KVFR shall be responsible for paying Washington State Sales Tax on the contract amount at a rate that is current when and where the unit is purchased.

23. Ownership and Title. Upon acceptance of the Equipment and payment by KVFR pursuant to this Agreement, ownership and title of the Equipment shall pass to KVFR free and clear of any interest or lien.

24. Modification. This Agreement may only be amended or modified by the mutual written agreement of the parties. All amendments or modifications shall be signed by both parties and be attached to this Agreement.

25. Standard of Performance. All work to be performed by Vendor shall be performed in a workman-like manner in accordance with generally accepted professional practices in effect at the time such work is performed.

26. Notices. Any notices to be delivered shall be directed to the attention of the following:

EXHIBIT B – BIDDER QUALIFICATIONS

Bidder Qualifications:

1. **Federal Debarment** – The bidder shall not currently be debarred or suspended from bidding on Public Works Projects by the Federal government. The bidder shall not be listed as a current debarred or suspended bidder on the U.S. Governments System for Award Management (SAM) website.

Website: <http://www.sam.gov>

2. **Certification Of Restrictions On Lobbying** – Shall be completed and submitted on the forms provided in **Exhibit D**. Failure to comply with this provision will render the Bid non-responsive and therefore void.
3. **Non-Collusion Affidavit** – Shall be completed and submitted on the forms provided in **Exhibit D**. Failure to comply with this provision will render the Bid non-responsive and therefore void.
4. **Certification Regarding Ineligible Contractors** – Shall be completed and submitted on the forms provided in **Exhibit D**. Failure to comply with this provision will render the Bid non-responsive and therefore void.
5. **Experience/Qualifications** -
 - The Bidder must have at least ten (10) years of experience in the supply and delivery of SCBA Equipment.
 - Bidder must be a SCBA manufacturer, certified dealer or certified distributor to submit a Bid in response to this RFP. Without manufacturer authorization or certification, the Bid will be disqualified.
 - The SCBA Equipment proposed must meet all requirements of the applicable National Institute for Occupational Safety and Health (NIOSH) and the National Fire Protection Association (NFPA) standards.

Exhibit C -Equipment Specifications:

“SCBA equipment” shall refer to all necessary components including, but not be limited to, the following:

- Complete SCBA assembly:
 - Pack
 - Face piece assembly
 - Two (2) 45 minute capacity cylinders
- Rapid Intervention Team (RIT) pack (optional):
 - First and second stage regulators
 - Face piece assembly
 - Emergency Breathing Support System (EBSS)
 - Universal Air Connection high pressure emergency airline hose
 - RIT bag
 - One (1) 60 minute capacity cylinder

The successful Bidder must be able to deliver the SCBA equipment in the desired quantities between 30 and 90 days of the order placement. It is expected that the initial purchase will be a minimum of 71 SCBA assemblies and 49 additional face pieces with an option for 4 RIT packs.

Brand names and numbers specified are for the purpose of indicating the desired quality, performance, and use. Vendors may offer other brands of comparable or better quality, performance, and use, submissions must be received by the questions/clarifications deadline in order to be considered. Any bidding firm offering a brand which may not be of equal quality, performance, and use to that specified should accompany their request with a corresponding cut sheet/blueprint for that specific item. Descriptive literature shall also be submitted, when available. Deviation from the minimum specification must be clearly pointed out.

The District, at its sole discretion, will determine if the product(s) submitted meet(s) the requirements outlined in this solicitation.

Compliance:

The SCBA Equipment required by this RFP shall be approved by NIOSH, under 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN) and compliant with all requirements of the NFPA 1981, Standard on Open-Circuit SCBAs for Emergency Services, 2018 edition and NFPA 1982, Standard on Personal Safety Alert Safety Systems (PASS), 2018 edition.

Detailed Specifications:

The following are details for each component of the SCBA Equipment:

Equipment

1. SCBA Packs

- 1.1. Must, at a minimum, have a back frame with the standard harness, and with the option for a rescue harness (see detailed specification 6.iii).
- 1.2. All soft components/harnesses must be user removable for cleaning and decontamination.
- 1.3. Must have buddy breathing capability as outlined in the latest NFPA standards.
- 1.4. Must come with two (2) applicable cylinders.
- 1.5. Must incorporate an articulating waist pad.
- 1.6. The first stage regulator shall be mounted on the back frame.

2. Cylinders

- 2.1. Must be carbon fiber composite cylinders with a 5-year (or longer) hydro frequency.
- 2.2. Will connect to the pack by use of a quick connect coupling.
- 2.3. Must be 4500 PSI operating pressure.
- 2.4. Must have manufacturing dates no more than three (3) months prior to delivery date.
- 2.5. Must have an option for a logo or identification inlay, vendor to specify additional cost and manufacturing time.

3. End of Service Time Indicator (EOSTI)

- 3.1. The EOSTI shall be the integral low pressure alarm device that shall combine an audible alarm and a tactile alarm.
- 3.2. HUD shall be powered from a central power system.
 - 3.2.1. HUD system shall be immune to radio frequency interference (RFI) and must function properly in close proximity to fire service hand-held radios.
 - 3.2.2. This alarm device shall indicate either low cylinder pressure (less than 33%) or primary first stage regulator failure.

4. Power Supply

- 4.1. Each SCBA must be provided a power supply, specifically explained to include battery location, battery replacement type, and/or battery recharge specifications.
- 4.2. Battery type is not limited to rechargeable.

- 4.3. If batteries are rechargeable, option for at least 11 recharging stations which meet their operational requirements must be included.
- 4.4. If batteries are rechargeable, a spare battery for each SCBA pack shall be included.
- 4.5. If rechargeable batteries are being provided, the life of rechargeable battery must be specifically identified with costs for replacing after life-cycle.
- 4.6. Bid must also identify whether batteries (either rechargeable or non-rechargeable are proprietary and available only from the manufacturer or are generic and available on the open market.

5. Facepiece

- 5.1. Each SCBA must come with a face piece; vendor to provide fit testing prior to order and ensure all members are adequately fitted in order to determine quantity of individual sizes upon order;
- 5.2. Must have multiple sizes and nose cup sizes.
- 5.3. Harness types with five (5) straps, made of any NFPA approved material will be accepted.
- 5.4. Must have accessory available for firefighters with glasses.
- 5.5. The facepiece shall have a heat-resistant fabric neck strap to carry the facepiece in ready position for quick donning.
- 5.6. Face piece should be specified to the most current approved model.
- 5.7. Each facepiece shall include a fleece lined storage bag or equivalent to protect the facepiece from scratches during storage.

6. Facepiece Mounted Positive Pressure Regulator

- 6.1. Connection to facepiece must be push in or quarter-turn and require only a single hand to be performed.
- 6.2. Heads up display electronics, indicator lights, and the like shall be integrated into the mask mounted regulator.
- 6.3. Shall have an attached low-pressure hose which shall be threaded through the left shoulder strap to couple with the pressure reducing regulator mounted in the back frame via a quick connect coupling.
- 6.4. Shall have passed a freeze test as performed by KVFR where a small amount of water was either poured and/or misted into the regulator, then a series of activities were performed in an environment of -20 degrees Fahrenheit. The performance of the regulator must not be affected by the environment.

7. Electronics

- 7.1. All SCBA packs must come with integrated electronics that meet NFPA standards.
- 7.2. PASS alarm must also be integrated, complying with NFPA standards.
- 7.3. The PASS system shall feature a “hands-free” reset capability that may be activated by means of a slight movement of the SCBA when the system is in pre-alarm mode.
- 7.4. PASS device shall be equipped with colored buddy lights on firefighter’s front and back providing a 360 degree view.
- 7.5. PASS device shall be designed for battery level check when the system is not pressurized.
- 7.6. The console shall be located on the user’s right shoulder harness and shall contain an integral, edge-lit, mechanical pressure gauge that is automatically turned on by opening the cylinder valve.

8. Optional Products - Bidders should provide specifications and pricing for the following optional products in its Bid for consideration:

- 8.1. RIT packs and bags (refer to project scope for details)
- 8.2. Pack rescue harness (see detailed specification 1.ii); Compliant to NFPA 1981, 2018 edition and NFPA 1983, 2017 edition.
- 8.3. Pack soft components/harnesses (see detailed specification 1.ii).
- 8.4. Radio integration.
- 8.5. Any other accessory or product needed for our operations.

9. Miscellaneous

- 9.1. Training for four (4) members of the District to become technician level trained.
- 9.2. On-site training for all members of the District in the use, decontamination and care of the SCBA packs. A minimum of 5 sessions scheduled at the District’s convenience.
- 9.3. Bidder shall include, at a minimum, details related to the following:
 - 9.3.1.1. Any required software and adapters for Posi-check;
 - 9.3.1.2. The required proprietary tools to operate, maintain and repair SCBA equipment;
- 9.4. Supplier to supply electronic copies of the Operations Manual.
- 9.5. Supplier to supply at a minimum, three copies of the Parts and Service Manual.

- 9.6. Bidder shall include a quote for the cost per SCBA pack for annual testing and maintenance on site at District facilities.
- 9.7.** Bidder shall include a quote for the cost per SCBA pack to upgrade to NFPA 1981 2024 edition.

EXHIBIT D CERTIFICATION FORMS

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
_____ that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid 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 this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2020.

Authorized Official

Typewritten Name

Title of Authorized Official

NONCOLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first fully sworn, on oath says that () he certifies that the bid above submitted is a genuine and not a sham or collusion bid, nor made in the interest or on behalf of any person not therein named; and () he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from proposing; and that said bidder has not in any manner sought by collusion to secure to self-advantage over any other bidder or bidders.

Authorized Official

Typewritten Name

Title of Authorized Official

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary Signature

Notary Public in and for the State of _____, residing in
.

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

_____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this bid.

The bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

Authorized Official

Typewritten Name

Title of Authorized Official

Date

EXHIBIT E General Information Form

**GENERAL INFORMATION FORM
RFP #2023-1 SCBA Equipment**

This form must be signed by a person authorized to make Bids and enter into contract negotiations on behalf of your entity. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached.

Failure to submit this form may result in your Bid being deemed non-responsive.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

Company Name

Contact Person

Address

City, State, Zip

Phone Number

Fax Number

E-Mail Address

Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at www.KVFR.org