

CALL FOR BID
SELF-CONTAINED BREATHING APPARATUS



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CALL FOR BIDS

Sealed bids will be received by the City of Oak Harbor until 2:00 p.m. October 26, 2020, at the Office of the City Clerk at which time they will be opened and publicly read aloud for the furnishing of self-contained breathing apparatus to be used the Oak Harbor Fire Department.

The specifications are for new, unused NFPA 1981 compliant SCBA and accessories. It is the intent of these specifications to cover the furnishing and delivery to the Oak Harbor Fire Department said SCBA and accessories as hereinafter specified. It should be noted that this specification is written around the specific needs of the Oak Harbor Fire Department. With a view to obtaining the best results and the most acceptable SCBA for service in the Oak Harbor Fire Department, these specifications cover only the general requirements with which the successful bidder must conform. Proposals shall only be considered from companies that have an established reputation in the field of SCBA manufacturing.

Any questions and/or comments or objections to the bid documents and/or specifications shall be submitted in writing to the Fire Chief at least five (5) days prior to the bid opening date. If necessary, an addendum will be issued to all bidders who obtained bid documents.

The City of Oak Harbor reserves the right to reject any and/or all bids and to waive any informalities in the form of bid. The City also reserves the right to waiver individual specifications if it is satisfied that the bid otherwise meets the performance standards set by these specifications.

Specifications may be obtained from Sandra Place by e-mailing splace@oakharbor.org and/or downloaded from the City of Oak Harbor's website www.oakharbor.org.

Julie Lindsey, City Clerk

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Whidbey News-Times -- October 10, 2020 and October 17, 2020

BID PROPOSAL

SELF-CONTAINED BREATHING APPRARATUS

TO: Oak Harbor City Council
Oak Harbor, Washington

Self-Contained Breathing Apparatus – SCBA

Note: The Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below. The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating and is not delinquent in any taxes to the Washington State Department of Revenue. It is understood that the Oak Harbor Fire Department reserves the right to reject all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days. I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: _____

ITEMS TO BID	QUANTITY	PRICE
Set of Self-Contained Breathing Apparatus	32	\$
Facepiece	50	\$
Air cylinder	32	\$
RIT pack	5	\$
Modification of existing Revolve-Air Model 5016 charge stations to accept quick connect cylinders.	2	\$
Quantifit test adapter for facepiece	1	\$
SUBTOTAL		\$

Sales Tax (8.9%) \$ _____

Grand Total \$ _____

The bid shall be quoted F.O.B. Oak Harbor, Washington.

Delivery of the unit will be made within ____ days after receipt of order. Please specify delivery time.

Descriptive literature and factory guarantee, or warranty of item bid shall be attached to the bid and become a part of any contract entered.

Warranty

Deviations to Specifications noted separately. Yes ____ No ____

Attached hereto is _____ for \$ _____ payable to the Finance Director, Oak Harbor, Washington, which amount is 5% or more of the bid.

Address and mark envelope to:

**City of Oak Harbor
City Clerk
865 SE Barrington Drive
Oak Harbor, WA 98277**

" SELF-CONTAINED BREATHING APPRARATUS"

Bid Due Date: 2:00 p.m. Monday, October 26, 2020

Bidder _____

By _____
Please Print

Signature _____

Address _____

Phone _____

E-mail address _____

INSTRUCTIONS TO BIDDERS

BID DUTE DATE AND TIME

Bid due date will be Monday, October 26, 2020 at 2:00 p.m.

SEALED BID LABELING AND DELIVERY

All bids must be clearly and distinctly marked, " SELF-CONTAINED BREATHING APPARATUS". Proposals may be hand delivered or sent via U.S. Mail or private carrier. Oral, FAX, or other forms of bid will not be accepted. All proposals become the property of the City of Oak Harbor and will not be returned. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes or boxes. In addition to the Bidder's completed and signed Bid Sheet the Bidder shall assure all items below have been included with their bid submittal. Failure to provide these requirements with submittal may be cause for rejection of the bid.

BID BOND OR CHECK

A certified check or bid bond in the amount of five percent (5%) of the total bid must accompany the bid.

TAXES

Washington State sales tax shall be submitted as a separate item.

Federal excise tax shall be excluded.

LITERATURE

Bidder shall attach to his bid specific descriptive literature and specifications for the piece of equipment bid. The bidder's proposal must include a listing of any items which do not comply with these specifications, including details of any substitution or deviation from these specifications.

ELECTRONIC DOCUMENTS

Bidders that download PDF documents from the City of Oak Harbor internet web page must immediately notify Sandra Place at splace@oakharbor.org if they intend to submit a response to the RFP documents. This step is necessary to establish a communication link between the Oak Harbor Fire Department and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the Oak Harbor Fire Department, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading the proposal files. Addenda and other relevant information will be emailed to all registered Bidders.

CONTACT PERSON AT THE FIRE DEPARTMENT

Bidders who have questions and wish to request clarification or otherwise need to contact the Fire Department regarding this specification may contact: Fire Chief Ray Merrill at rmerrill@oakharbor.org 360-279-4701. Deputy Chief Mike Buxton at mbuxton@oakharbor.org 360-279-4702. All detailed questions concerning the actual RFP specification are to be forwarded in writing via e-mail no less than eight (8) business days prior to submittal deadline date.

SAMPLE SCBA

With each submitted bid shall be one (1) SCBA with cylinder and both a medium and large facepiece of the model bid which may be used by the Oak Harbor Fire Department for non-live fire training in order to evaluate performance. The Oak Harbor Fire Department will not be responsible for normal wear and tear that may occur during its evaluation. Failure to submit the sample SCBA may be cause for rejection of the bid. It will remain the

bidder's responsibility to contact the Oak Harbor Fire Department following the award of contract to arrange pick-up of their sample SCBA.

INTENT

Specification is for new, unused NFPA 1981 compliant SCBA and accessories. It is the intent of these specifications to cover the furnishing and delivery to the Oak Harbor Fire Department said SCBA and accessories as hereinafter specified. It should be noted that this specification is written around the specific needs of the Oak Harbor Fire Department. With a view to obtaining the best results and the most acceptable SCBA for service in the Oak Harbor Fire Department, these specifications cover only the general requirements with which the successful bidder must conform. Proposals shall only be considered from companies that have an established reputation in the field of SCBA manufacturing.

SPECIFICATIONS: Specifications are to be met or exceeded.

EXCEPTIONS: The bidder must list any exceptions (major or minor) to the specifications. The bidder must prove "an equal" in writing with literature. This information must be in the bid package and cannot be supplied later.

INTERGOVERNMENTAL PURCHASING:

This City of Oak Harbor contract provides the right for other government agencies to purchase directly from this contract. This contract shall follow first class bid requirements and our local ordinance which states that any purchases in excess of thirty thousand dollars shall be competitively bid and shall be advertised not only in our local paper, but in the Seattle Daily Journal of Commerce fulfilling all advertising requirements.

REVIEW OF PROPOSALS

Sometime after the opening of the proposals the Oak Harbor Fire Department will review each bid. This will be done as time permits Oak Harbor Fire Department staff. The Oak Harbor Fire Department reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Oak Harbor Fire Department will be served by such action.

Furthermore, the Oak Harbor Fire Department reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the Bid Sheet. The Oak Harbor Fire Department may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted. As part of the bid review these specifications will be used to develop a ranking of features in part and/or in whole and that ranking may be a factor in the selection and award of the bid.

LEGAL RIGHT TO SPECIFY

The Oak Harbor Fire Department (for the remainder of this section referred to as the "specifier") chooses to exercise its Legal Right to Specify as determined by the U.S. Supreme Court's affirmation of the decision handed down in the case of Whitten Corp. vs. Paddock, by the U.S. District Court of Massachusetts, the First Federal District Court, which in effect states:

That as trained professionals, specifiers make informed judgments on products that they feel best serve their needs. Also, that proprietary specifications (if chosen) DO NOT violate any antitrust laws. Technically, very few brands of material or equipment are exactly alike, and if the specifier wants to limit the specification to one source, he has the right to do so and enforce it

Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal".

That from start to finish in the purchasing process, only the specifier can ultimately decide if another desirable product is available in lieu of the specification.

Finally, that the courts concluded "the burden is on the supplier or manufacturer, who has NOT been specified, to convince the specifier that their product is equal for the purpose of a particular project" The specifier has determined that this product specification shall represent the product to which all offerings shall be compared. Due to the fact that firefighting is an ULTRAHAZARDOUS, UNAVOIDABLY DANGEROUS activity, only trained Fire Department personnel with specific knowledge in the area of Personal Protective Equipment shall be allowed to make the final determining decision on the selection of the appropriate product to serve the Fire Department's needs. .

NEGOTIATION

The Oak Harbor Fire Department reserves the right to negotiate terms and conditions of proposals received prior to acceptance or rejection of any proposal.

SELECTION OF BID

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Oak Harbor Fire Department upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Oak Harbor Fire Department, or had failed to perform faithfully any previous contract with the Oak Harbor Fire Department. After the due date for proposals, and after the Oak Harbor Fire Department staff has had sufficient time to adequately review each bid, conduct comparisons and, if necessary, negotiations with any bidders, the Oak Harbor Fire Department staff will forward its recommendation to the Oak Harbor City Counsel who will then decide whether to accept or reject any bid.

The Oak Harbor Fire Department reserves the right to reject all bids or to waive any technicalities, discrepancies, or information in the bids. The Oak Harbor Fire Department does not discriminate in admission, access to, treatment, or employment in its programs and activities.

DELIVERY

The order is to be shipped to the Oak Harbor Fire Department, 855 East Whidbey Avenue, Oak Harbor WA. 98277 with the bidder paying all shipping costs. The Oak Harbor Fire Department will not accept partial shipments. The complete order must be delivered as one package, all on the same date. The complete order shall be received within 60 days from date of order unless the vendor serves prior notice to the Oak Harbor Fire Department and the Oak Harbor Fire Department accepts the later delivery date.

If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by the Oak Harbor Fire Department, for receipt of the materials. Truck deliveries will only be accepted between 8:00 a.m. and 4:00 p.m. weekdays at the Oak Harbor Fire Department located at 855 East Whidbey Avenue Oak Harbor WA. 98277

DOCUMENTATION TO BE SUPPLIED AT TIME OF DELIVERY

- 1) User manual for each component
- 2) Care and maintenance instructions for each component
- 3) Warranty for each component
- 4) Quality assurance test for each individual SCBA delivered

INSPECTION UPON DELIVERY

The Oak Harbor Fire Department shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Oak Harbor Fire Department. Any items rejected shall be removed from the premises of the Oak Harbor Fire Department and/or replaced at the entire expense of the successful Bidder.

TRAINING

The bidder shall provide training for members of the Oak Harbor Fire Department. The training shall instruct the Oak Harbor Fire Department personnel in the operation and maintenance of the SCBA. This training shall occur on each of the two shifts on days mutually agreeable to both the bidder and the Oak Harbor Fire Department.

CONTRACT DOCUMENTS

Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, RFP notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the

purpose of this RFP, the word "Oak Harbor Fire Department" shall refer to the City of Oak Harbor Fire Department, and the word "bidder" shall refer to any person, company, or entity submitting a proposal. Any work shown or described in one of the documents shall be construed as if described in all the documents.

TERMINATION OF CONTRACT

The Oak Harbor Fire Department reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make enough progress to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Oak Harbor Fire Department may procure, upon such terms and in such a manner as the Oak Harbor Fire Department may deem appropriate, supplies, or services similar to those terminated.

PAYMENT

The vendor will invoice the Oak Harbor Fire Department for the complete order on a single, itemized invoice. Upon receipt and acceptance of all items payment will be made within thirty (30) days by the City of Oak Harbor.

BIDDER'S QUALIFICATIONS

No award will be made to any Bidder who cannot satisfy to the Oak Harbor Fire Department that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Oak Harbor Fire Department's decision or judgment on these matters shall be final, conclusive, and binding. The Oak Harbor Fire Department may make such investigations as it deems necessary. The Bidder shall furnish to the Oak Harbor Fire Department, under oath if so required, all information and data the Oak Harbor Fire Department may request for the purpose of investigation.

PREPARATION OF PROPOSAL

The Bidder's submittal shall include the completed Bid Sheet found in the Contract Documents. The Oak Harbor Fire Department will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

COMPLIANCE WITH LAWS

The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

ANTI-COLLUSION STIPULATION

By submitting a bid the bidder agrees that its proposal is made without any understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose and that its proposal is in all respects fair and without collusion or fraud.

FREEDOM OF INFORMATION ACT (FOIA)

The Oak Harbor Fire Department is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the Oak Harbor Fire Department may be in possession of records covered by this act and therefore will be required to provide the Oak Harbor Fire Department with those records upon request and within the time frame of the Act.

ALTERNATE TO BIDS

Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Oak Harbor Fire Department decision of approval or disapproval of a proposed substitution shall be final.

FORM OF CONTRACT

The form of contract between the Oak Harbor Fire Department and the successful Bidder will be a purchase order referencing the proposal specification and the bid submitted by the successful Bidder.

CONTRACT TERM

The initial term of this contract shall begin on the date of award subject, however, to the right of the Oak Harbor Fire Department to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the vendor. In the event of such cancellation, the vendor shall be entitled to receive payment for services and work performed and materials and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

LIABILITY

The bidder, if its bid is accepted, shall defend any and all suits and assume all liability for the use of any patented process, device or article forming a part of the SCBA or any appliance furnished under the contract.

COMPLIANCES

All SCBA and accessories shall be approved by the National Institute for Occupational Safety and Health (NIOSH), under 42 CFR, Part 84 for chemical, biological, radiological, and nuclear protection (CBRN) with a 30-minute rated service life and compliant with all requirements of the National Fire Protection Association (NFPA) 1981, Standard on Open-Circuit Self Contained Breathing Apparatus (SCBA) for Emergency Services, 2018 edition and NFPA 1982, Standard on Personal Alert Safety Systems (PASS), 2018 edition. Only proposals for SCBA currently listed on the SEI website as approved to NFPA 1981-2018 will be accepted.

DETAILED SPECIFICATIONS

National Fire Protection Association (NFPA) 1981, Standard on Open-Circuit Self Contained Breathing Apparatus (SCBA) for Emergency Services, 2018 edition and NFPA 1982, Standard on Personal Alert Safety Systems (PASS), 2018 edition. Only proposals for SCBA currently listed on the SEI website as approved to NFPA 1981-2018 will be accepted.

The following specification represents the Oak Harbor Fire Department's minimum requirements for the purchase of Self-Contained Breathing Apparatus - SCBA. Alternate products offered must meet or exceed these requirements. Vendors who are interested in proposing "equal or better than" alternate products shall include detailed information on the proposed product with their bid submittal. The overall safety of the Oak Harbor Fire Department firefighters and the perceived efficiency of its operations will weigh heavily in the final determination of the acceptability of alternate products during the review process and the Oak Harbor Fire Department decision shall be final.

The Oak Harbor Fire Department will purchase the following quantities of SCBA, spare cylinders, facepieces, and accessories:

32 Self-Contained Breathing Apparatus with 30-minute, 4500-PSI cylinders.

32 additional 30-minute, 4500-PSI cylinders.

50 facepieces

5 RIT packs

Modification of 2 existing Revolve-Air Model 5016 charge stations to accept quick connect cylinders.

Quantifit test adapter for facepiece

Component	Required features
NFPA standard	All requirements of NFPA 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services 2018 edition are incorporated into this document by reference.
Safety Equipment Institute (SEI)	SEI certification is mandatory and must currently be listed in SEI website.
SCBA model	Must propose the latest model SCBA offered by manufacturer.
Facepiece	Multiple sizes to fit all wearers must be available. No electronics, modules, or batteries to be located in facepiece.
Head strap configuration	A minimum of four adjustment points. Made of

	fire-resistant synthetic web design. User replaceable without special tools.
Heads-Up display features	To be located in/on 2nd stage. To be programmable by purchaser. Must feature visual indicators viewable by wearer and to others who are observing the wearer's facepiece.
Nose cup sizes	Multiple sizes must be available.
Voice amplifier	Included with every SCBA as a standard feature. To be integrated into SCBA. No electronics, modules, or batteries to be located in facepiece. Breathing noise reduction/removal to be provided by technology provided.
Cylinder	30-minute, 4500-PSI cylinder. Composite construction. Equipped with quick-connect.
Frame/Backpack	
Indicator lights	Provided. Indicates status of heads up display and PASS alarm. To be visible from top/front, bottom/rear, and both sides.
Power supply	Integral to frame. Uses single location.
Harness Material	Composite or aluminum acceptable.
Waist belt connection type	Seat belt type. Push to connect. Single hand to disconnect. Waist band swivels at connection to frame.
Shoulder straps	Chest strap provided. Shoulder straps connect to frame, not waist strap. Hoses are contained in shoulder straps. Shoulder strap adjustment hardware features metal "D" or "V" location for connection of accessories.
First stage/High pressure connection	Quick connect.
Second stage/breathing valve	Connection to facepiece must be push in or quarter-turn and require only a single hand to be performed. Disconnection from facepiece must be push in or quarter turn and require only a single hand to be performed. Heads up display electronics, indicator lights, and the like are integrated into the second stage or breathing valve.
Gauge/PASS	Analog gauge. Color graphical display. To be programmable by purchaser.
Buddy breathing feature	UEBSS system to be installed on each SCBA
Electrical power	This power source may use disposable batteries or a rechargeable battery. All batteries must be of the same type such as all "AA" cells or all "C" cells. Warranty 15 years on all components except consumables.
Warranty	15 years on all components.
Service and repair	Mobile service to be available and provided within the greater Seattle area.

BID SUBMISSION CHECKLIST

Not required – Supplied as aid for bidder

Section A

- Bid sheet, completed and signed as required.
- Copy of SEI certification to NFPA 1981-2018.
- Detailed specifications for the SCBA being bid.
- A list of any exceptions to the Oak Harbor Fire Department specifications using form provided in these specifications. For each exception the bidder must explain the details of the exception and offer, if available, an alternative feature.
- Copy of all warranties provided by SCBA manufacturer.
- Certificate of Insurance or affidavit indicating a minimum of \$3,000,000.00 product liability insurance.
 - Description of service and repair program, facility, and services including the scheduling of repairs and the annual maintenance program available.

Section B

To be contained in a separate, sealed envelope within the proposal submitted. On letterhead or other form on the vendor submitting the bid:

- A detailed and itemized list of the items being offered for sale including the quantities and unit cost.
- A total cost for all items being offered for sale.
- The name, address, phone number, and email address of the vendor's authorized representative.
- The name, physical address, phone number, and email address of the manufacturer's authorized vendor.
- The signature of the manufacturer's authorized vendor submitting the bid.

Section C

To be contained in a separate, sealed envelope within the bid submitted.

- Description of any options available, the price of the option if purchased at same time as SCBA purchase, and availability of the option post-delivery of SCBA. Desired options for separate consideration include, but are not limited to:
 - Spectacle kit (without lenses)
 - CBRN APR filter adapter

- Portable 2-way radio interface with SCBA
- Integrated thermal imaging system
- User tracking software and hardware
- Sample SCBA: One (1) SCBA with cylinder and both a medium and large facepiece of the model bid:

DOCUMENTS REQUIRED TO BE SUPPLIED WITH BID

Vendor proposals shall include:

Section A

1. Bid sheet, completed and signed as required.
2. Copy of SEI certification to NFPA 1981-2018.
3. Detailed specifications for the SCBA being bid.
4. A list of any exceptions to the Oak Harbor Fire Department specifications using form provided in these specifications. For each exception the bidder must explain the details of the exception and offer, if available, an alternative feature.
5. Copy of all warranties provided by SCBA manufacturer.
6. Certificate of Insurance or affidavit indicating a minimum of \$3,000,000.00 product liability insurance.
7. Description of service and repair program, facility, and services including the scheduling of repairs and the annual maintenance program available.

Section B - To be contained in a separate, sealed envelope within the bid submitted. Description of any options available, the price of the option if purchased at same time as SCBA purchase, and availability of the option post-delivery of SCBA. Desired options for separate consideration include, but are not limited to:

- Spectacle kit (without lenses)
- CBRN APR filter adapter
- Portable 2-way radio interface with SCBA
- Integrated thermal imaging system
- User tracking software and hardware

Have you included the following items with your bid submittal?

Warranty Information YES ___ NO ___

Detailed Exceptions, if applicable YES___ NO _____

UL Certifications YES___NO___

PROPOSAL EVALUATION FORM

SCBA Make and Model

Feature		X	Rank	
Bid form and submission complete?	Yes		All three must be YES for further consideration	
SEI certification current?	Yes			
Sample SCBA provided?	Yes			
Ideal Feature	Rank			
Facepiece free of add-ons	Meets	Minimum	Not acceptable	
Facepiece does not need electrical power	Meets	Minimum	Not acceptable	
Facepiece HUD visible to wearer and partner	Meets	Minimum	Not acceptable	
Facepiece nose cup available in various sizes	Meets	Minimum	Not acceptable	
Voice amplification provided as standard	Meets	Minimum	Not acceptable	
Cylinder used Quick connector	Meets	Minimum	Not acceptable	
Harness displays audio-visual warning in multiple locations	Meets	Minimum	Not acceptable	
Harness incorporates power supply	Meets	Minimum	Not acceptable	
Harness waist strap swivels	Meets	Minimum	Not acceptable	
Harness shoulder straps attach to frame	Meets	Minimum	Not acceptable	
Harness chest strap provided	Meets	Minimum	Not acceptable	
High pressure cylinder connection Quick Connect.	Meets	Minimum	Not acceptable	
Second stage/breathing valve connects to facepiece with one hand operation using push-on or quarter- turn motion	Meets	Minimum	Not acceptable	
Analog gauge	Meets	Minimum	Not acceptable	
LCD display provides multiple functions	Meets	Minimum	Not acceptable	
Electrical power for SCBA and all accessories provided by single source	Meets	Minimum	Not acceptable	
15-Year Warranty	Meets	Minimum	Not acceptable	
Service facility and local mobile service provided	Meets	Minimum	Not acceptable	
OVERALL RATING	Meets	Minimum	Not acceptable	

Bid Dispute

1. Disputes will only be accepted for ten calendar days following the awarding of the bid or acceptance of the proposal.

2. Any dispute is to be addressed to the person listed in the bid or Request for Proposal specification as the point of contact.

3. Disputes may be submitted in person, by U.S. Mail, or by email.

4. A dispute must be made in writing and contain the following elements:
 - a. Legal name of the person submitting the dispute;
 - b. Name of the vendor or manufacturer the person submitting the dispute represents;
 - c. Address and phone number of the person submitting the dispute.
 - d. Title of the bid or RFP as listed on the specification.

5. The written dispute must clearly assert one or more issues with the process or award such as:
 - a. Identification of the specific provision of the procurement document and/or procedure that was allegedly breached and the manner in which it was breached.
 - b. A precise statement of other relevant facts.
 - c. The complainant's arguments and supporting documentation.
 - d. The complainant's requested remedy.

6. Once received, the Fire Chief will appoint an investigator to perform fact finding. The investigator may be one or more persons or a committee. The investigator need not be a member of the Oak Harbor Fire Department. The investigator may contact the person submitting the dispute should there be a need but is not obligated to do so. The investigator will submit the finding in a written report to the Fire Chief no sooner than 14 days prior to the commencement of the investigation.

BID BOND FORM

Herewith find deposit in the form of certified check, cashier's check, cash or bid bond in the amount of \$_____ which amount is not less than five percent (5%) of the total bid.

Signature

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Oak Harbor, as Obligee in the penal sum of dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for _____

_____ according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal sum amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED _____ DAY OF _____, 20____.

Principal

Surety

Received return of deposit in the sum of \$_____.