

**BID DOCUMENTS**

**SELF CONTAINED BREATHING APPARATUS  
(SCBA)**



**CITY OF OWOSSO  
301 W. MAIN STREET  
OWOSSO, MICHIGAN 48867**

**November 28, 2022**

**NOTICE TO BIDDERS  
SELF CONTAINED BREATHING APPARATUS (SCBA)  
FOR THE CITY OF OWOSSO, MICHIGAN**

Sealed bid proposals will be received by the city of Owosso for **Self-Contained Breathing Apparatus** and should be addressed to:

Bid Coordinator, City of Owosso,  
301 W. Main, Owosso, Michigan 48867

Bids will be accepted until **3:00 p.m. Monday, December 12, 2022**, for the **Self-Contained Breathing Apparatus (SCBA)** bid at which time bids will be publicly opened and read aloud. This shall be considered "All or None" Bid.

"All or None" means that bidders are required to submit pricing for all items requested. Any proposal received that does not meet this requirement will be disqualified. If said bid is not listed as "All or None" the City reserves the right to split said bid to our best benefit.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, FAX, etc.) are **NOT** acceptable.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:  
**Self-Contained Breathing Apparatus (SCBA).**

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) or on the MITN website at [www.mitn.info](http://www.mitn.info).

The city reserves the right to accept any proposal; or to reject any proposal; to waive irregularities in a proposal; or to negotiate if it appears to be in the best interest of the city of Owosso.

**INQUIRIES/ADDENDUMS**

Addendums will be available on the city's website at [www.ci.owosso.mi.us](http://www.ci.owosso.mi.us) and on the MITN website at [www.mitn.info](http://www.mitn.info).

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received in, and responded to, in writing, or via FAX at 989-725-0529 or by e-mail to [kevin.lenkart@ci.owosso.mi.us](mailto:kevin.lenkart@ci.owosso.mi.us)

## INSTRUCTIONS TO BIDDERS

1. Bidders are requested to use the Vendor Proposal form furnished by the city when submitting proposals. Bid responses must be in a **sealed** envelope/container when submitted and clearly marked on the outside indicating the name of the bid.
2. Proposals, to receive consideration, must be received prior to the specified time of opening and reading as designated in the invitation.
3. Each proposal must be signed by the bidder with his usual signature. Bids by partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind it in the matter. **Any paperwork not filled out properly or signed will cause the bid to be considered non-responsive and shall be rejected by the city.**
4. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
5. Proposals should be mailed or delivered to the Bid Coordinator's Office, City Hall, 301 W. Main Street, Owosso, MI 48867.
6. Special conditions included in this invitation shall take precedence over any conditions listed under General Conditions or Instructions to Bidders.
7. Insurance Coverage – the winning bidder, prior to execution of the contract, shall file with the city copies of completed certificates of insurance naming the city of Owosso as an additional insured party, as evidence that the contractor carries adequate insurance satisfactory to the city.
8. The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a six percent (6%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a three percent (3%) bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing twenty-five percent (25%) or more of the work of a general contract.*
9. **The following items must be included with the bid response:**
  - a. **Vendor Proposal**
  - b. **Local Preference Affidavit**
  - c. **W-9 Request for Taxpayer ID No. and Certification**
  - d. **Signature Page & Legal Status w/Acknowledgement of Addendum(s)**
  - e. **Insurance Endorsement**

Bid Proposal  
**Self Contained Breathing Apparatus (SCBA)**

TO: THE CITY OF OWOSSO (HEREINAFTER CALLED THE "CITY") Bidder must provide pricing for each item listed.

**1: No Substitutions Accepted**

**2: The Self-Contained Breathing Apparatus (SCBA) shall be covered under manufacturer warranty as long as the City of Owosso owns the SCBA.**

The undersigned, having examined the bid proposal forms and specifications, does hereby offer to **Self-Contained Breathing Apparatus (SCBA):**

Quantity	Description	Price Each	Total
16	3M Scott X3 Pro SCBA per the following: <b>PN #X8914026305A04</b> , 4.5, C5, Snap-Change Cylinder Disconnect, Regulator Hose Quick Disconnect, Buddy Breather, SEM II.		
32	3M Scott SCBA Carbon Cylinders per the following: <b>PN #200129-01</b> , 4.5, 45-minute duration, Snap-Change Disconnect Valve Assembly.		
1	3M Scott RIT III Bag per the following: <b>PN #200954-32</b> , 4.5, Large Bag, C5 RIT Facepiece and regulator, Rectus Connection for Buddy Breather.		
1	3M Scott RIT Carbon Cylinder per the following: <b>PN #804723-01</b> , 4.5, 60-minute duration, CGA Valve Assembly		
2	3M Scott RDI/BCH Face Pieces per the following: <b>PN #FP1SK0002M10010</b> , C5, Size: Small, Kevlar Head Net, Radio Direct Interface w/ Bone Conductive, Rechargeable Battery		
11	3M Scott RDI/BCH Face Pieces per the following: <b>PN #FP1MK0002M10010</b> , C5, Size: Medium, Kevlar Head Net, Radio Direct Interface w/ Bone Conductive, Rechargeable Battery		
6	3M Scott RDI/BCH Face Pieces per the following: <b>PN #FP1LK0002M10010</b> , C5, Size: Large, Kevlar Head Net, Radio Direct Interface w/ Bone Conductive, Rechargeable Battery		
2	3M Scott Vehicle Mount Battery Charger per the following: <b>PN #CF5V2DHO</b> , Battery Charger System for RDI/BCH Batteries, Vehicle Mounting, Dual Position, 12VDC Power Supply		
19	3M Scott Mask Bag for above facepieces per the following: <b>PN #805534-01</b> , Fleece Fabric, Drawstring design, Label for marking firefighter's name.		
1	Shipping Cost to 202 South Water St, Owosso, MI. 48867		
		<b>Grand Total</b>	

**SIGNATURE PAGE AND LEGAL STATUS**

The undersigned certifies that he is an official legally authorized to bind his firm and to enter a contract should the city accept this proposal.

**Bid proposal by (Name of Firm):** \_\_\_\_\_

**Legal status of bidder.**

**Please check the appropriate box and USE CORRECT LEGAL NAME.**

Corporation

State of Incorporation: \_\_\_\_\_

Partnership

List of names: \_\_\_\_\_

DBA

State full name: \_\_\_\_\_

Other

Explain: \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, Zip:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signed this** \_\_\_\_\_

**Day of** \_\_\_\_\_

**2021**

**Bidder acknowledges receipt of the following Addenda:**

**ADDENDUM NO:** \_\_\_\_\_

**BIDDER'S INITIALS:** \_\_\_\_\_

## GENERAL CONDITIONS

### 1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

### 2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

### 3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

### 4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

### 5. UNIT PRICES

Prices should be stated in units of quantity specified.

### 6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

### 7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

### 8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

### 9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

#### 10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

#### 11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

## LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.

The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.

4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.



**AFFIDAVIT**

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

\_\_\_\_\_

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

\_\_\_\_\_

Business name and address of sub-contractor

\_\_\_\_\_

Percentage of contract

\_\_\_\_\_

Authorized signature

\_\_\_\_\_

Date

\_\_\_\_\_

Title

\_\_\_\_\_

Company name

## PROOF OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

**NAMED INSURED (CONTRACTOR)**

**COMPANIES AFFORDING COVERAGE**

A.

B.

C.

ADDRESS

It is hereby understood and agreed that the city of Owosso, its city council and each member thereof and every officer and employee of the city shall be named as joint and several assureds with respect to claims arising out of the following project:

Self Contained Breathing Apparatus (SCBA)

It is further agreed that the following indemnity agreement between the city of Owosso and the named insured is covered under this policy: Contractor agrees to indemnify, hold harmless and defend city, its city council and each member thereof and every officer and employee of city from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against city, its city council and each member thereof and any officer or employee of city which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right on contribution with insurance which may be available to the city of Owosso.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have attained the insurance required below, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the city of Owosso. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- 1. Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 2. Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- 3. Automobile Liability** including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** City of Owosso, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities

and board members, including employees and volunteers thereof. It is understood and agreed by naming City of Owosso as additional insured, coverage afforded is considered to be primary and any other insurance the city of Owosso may have in effect shall be considered secondary and/or excess.

**5. Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed that a Ten (10) days' notice for non-payment of premium is required and a Thirty (30) days' notice is required for Non-Renewal, Reduction, and/or Material Change, shall be sent to: City of Owosso, Bid Coordinator, 301 W. Main Street, Owosso, Michigan 48867.

**6. Proof of Insurance Coverage:** The Contractor shall provide the city of Owosso, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the city of Owosso at least ten (10) days prior to the expiration date.

Please include a copy of insurance declaration verifying amounts of coverage. The verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Agent

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

