

5th DISTRICT Regional Homeland Security Planning Board

Replacement of 5th District Air-Purifying Respirators Bid Request

The Proposal

The 5th District Regional Homeland Security Planning Board is accepting bids for the replacement of Air-Purifying Respirators throughout District 5. Hereinafter, the 5th District Regional Homeland Security Planning Board shall be referred to as "Agent."

Bid Specifications

- Provide a bid price per unit to include one APR and 1 canister for a 3M FR7800B that meets NIOSH and CBRN compliancy as indicated on the Responders Knowledge Base web site through the Approved Equipment List. Quantity could exceed 500 depending on bid pricing.
- Provide a bid price per unit to include the APR and 1 canister for a Scott M120 that meets NIOSH and CBRN compliancy as indicated on the Responders Knowledge Base web site through the Approved Equipment List. Quantity could exceed 300 depending on bid pricing.
- All deliverables and final reporting must be completed to the satisfaction of the 5th District Regional Homeland Security Planning Board by February 27, 2009.

Submission of Bid

Bid proposals must be delivered to:

Mark S. Zirkle
Van Buren County Sherriff's Office
205 S. Kalamazoo St
Paw Paw, MI 49079

Bid proposals are due no later than 12:00 noon on January 23rd, 2009, at which time all bids will be publicly opened and read. **Bids must be sealed and clearly labeled "5th District Regional APR replacement project"**.

Bids received after the specified date and time for bid submission shall not be accepted and will be returned unopened.

All bids must be valid for sixty (60) days from the submission date.

Prior to submitting a bid, each Vendor shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the **5th District Regional APR replacement project bid**, nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by this agreement. No allowance will be made after the bids are received for oversight, omission, error or mistake by Vendor.

Products and services which are not specifically requested in the **5th District Regional APR replacement project bid**, but which are necessary to provide the functional capabilities proposed by the Vendor, shall be included in the proposal.

Bid must be signed by an officer of the Vendor who is legally authorized to obligate the Vendor to a contract.

All proposals shall be a matter of public record subject to the provisions of Michigan law.

Any inquiries regarding the technical specifications of the **5th District Regional APR replacement project bid** can be answered by contacting David Schneider at;

Kalamazoo County Emergency Management
1500 Lamont Street
Kalamazoo, MI 49001
(269) 383-8744

Evaluation of Bids

Agent, at its sole discretion, shall determine whether Vendors have the basic qualifications to conduct the desired service for Agent. In determining whether a Vendor possesses the basic qualifications to operate, Agent may consider the following:

- a) Vendor's general reputation for performance and service
- b) Vendor's longevity of service (number of years) and previous experience in operation of public assembly facilities
- c) Years of continuous business
- d) Vendor's financial condition

Bids will be first examined to eliminate those that are clearly non-responsive to stated requirements.

Any response that takes exception to any mandatory items in this **5th District Regional APR replacement project bid** may be rejected and not considered.

Agent reserves the right to accept or reject in part or in whole any or all proposals submitted and reserve the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Vendor's price contained in the bid. Agent also reserves the right to negotiate further with the successful Vendor. The content of the bid and successful Vendor's bid will become an integral part of the contract, but may be modified by the provisions of the contract.

A bid in response to the **5th District Regional APR replacement project bid** is an offer to contract with Agent, based upon the terms, conditions, and scope of work and specifications contained in the bid.

All Vendors submitting a bid agree that they have read and are familiar with all the terms and conditions of the **5th District Regional APR replacement project bid** and will abide by the terms and conditions thereof.

Vendors must submit bids that are complete, thorough and accurate. Brochures and other similar materials may be attached to the bid.

Award of Bids

Awards shall be made to the most responsible Vendor whose proposal is determined to be the most advantageous to Agent, taking into consideration the terms and conditions set forth in this request for pricing. A valid and enforceable contract exists when an agreement is fully executed between Agent and Vendor.

Right to Reject Bid

The Agent reserves the right to waive any irregularities, reject any and all bids, or accept any bid, when in the opinion of the Agent's Boards of Directors, such action will best serve the district's interest.

Taxes

Agent is exempt from all federal, state and local taxes. Agent shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Agent.

Insurance

The Vendor shall indemnify and hold harmless Agent, its administrators and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) Agent will not indemnify, defend, or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the Vendor, its officers, employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
- d) The Vendor shall reimburse Agent any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the Contract.

Default and Termination

In the event Vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, Agent shall notify the Vendor of such default in writing.

Upon receipt of notice of default from Agent, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of Agent, Agent shall have all rights accorded by law, including the right to immediately terminate the Contract. Such termination shall not relieve the Vendor of any liability to Agent for damages sustained by virtue of any default by the Vendor.

The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event Agent prevails, the Vendor shall pay all expenses of such action, including Agent's attorney fees and costs at all stages of the litigation.

Familial Disclosure

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid. The bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the Vendor, its' employees and the Agent and any member of the school district board, superintendent, or employee of the school district. No bid will be accepted that does not include this sworn and notarized disclosure statement.

Funding

Award of this proposal is contingent upon the approval of 5th District Regional Homeland Security Planning Board.

