

**SCARBOROUGH
MAINE**



INVITATION TO BID 062025

Return this bid to ITB 062025 FD Gas Meters
PO Box 360
259 US Route One
Scarborough ME 04070-0360

THIS IS NOT AN ORDER

DATE ITB ISSUED: 11.07.2024

Multigas Gas Detectors for Fire Department

SEALED BIDS MUST BE SUBMITTED TO THE PURCHASING AGENT, TOWN CLERK'S OFFICE, OR DELIVERED TO 259 US ROUTE ONE, SCARBOROUGH MAINE 04074 BY 10:00AM ON THURSDAY, NOVEMBER 21, 2024.

IF MAILING VIA USPS, PLEASE SEND TO: PO BOX 360, SCARBOROUGH ME 04070-0360. THIS WILL NOT BE A PUBLIC BID OPENING

F.O.B. POINT IF MAILED: FINAL DESTINATION

EMAILED AND/OR FAXED BIDS WILL NOT BE ACCEPTED.

LATE BIDS WILL NOT BE ACCEPTED.

ALL QUESTIONS REGARDING THIS ITB SHOULD BE DIRECTED IN WRITING THREE DAYS PRIOR TO THE BID DEADLINE TO KIM MORRISON, PURCHASING SPECIALIST, AT (207) 730 4088 (FAX) OR KMORRISON@SCARBOROUGHMAINE.ORG.

THE PREFERRED METHOD IS VIA EMAIL.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE TOWN'S WEBSITE, YOU MUST REGISTER WITH THE PURCHASING OFFICE TO RECEIVE SUBSEQUENT AMENDMENTS.

LIAM GALLAGHER
ASSISTANT TOWN MANAGER

INSTRUCTIONS TO BIDDERS

CONTRACT INTENT: This Invitation to Bid (ITB) is intended to result in the purchase of **Multigas GAS DETECTORS FOR SCARBOROUGH FIRE DEPARTMENT** (hereinafter referred to as "Town").

NOTICE OF INTENT TO AWARD: After the responses to this ITB have been opened and evaluated, a tabulation of the bids will be prepared. It lists the name of each company or person that offered a bid and the price they bid. It may also provide notice of the Town's intent to award a contract(s) to the bidder(s) indicated. A copy of the Bid Tabulation will be mailed to each company or person who responded to the ITB. Bidders identified for award are not to proceed until a Purchase Order, Contract Award, Lease, or some other form of written notice is given by the Purchasing Agent. A company or person who proceeds prior to receiving a Purchase Order, Contract Award, Lease, or some other form of written notice from the Purchasing Agent does so without a contract and at their own risk.

PAYMENT FOR TOWN PURCHASES: Payment for agreements for the undisputed purchase of goods or services provided to the Town will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later.

FEDERAL EXCISE TAX: The Town is exempt from all Federal Excise Tax.

STATE SALES TAX: The Town is exempt from all State of Maine Sales Tax.

SHIPPING DAMAGE: The Town will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination within the Town of Scarborough. The Town will provide the contractor written notice when damaged goods are received. The Town may choose to deduct the cost of the damaged goods from the invoice before payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the Town from and against any claim of or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the Town for a claim of, or liability for, the independent negligence of the Town. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Town, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Town," as used within this and the following article, include the employees, agents, and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Town's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

BRAND AND MODEL OFFERED: Specifications may contain certain brand names that may or may not be proprietary. Bidders are encouraged to propose their company's approved alternative to such items and list them accordingly. The Town will **not** disqualify a bid if it offers items that are not specific but meet minimum requirements to the Town's Bid Specifications.

ANNOTATED LITERATURE: Bidders must annotate their product literature to identify for the Town the location of the supporting information regarding each product specification set out in this ITB.

SUPPORTING INFORMATION: The Town strongly desires that bidders submit all required technical, specification, and other supporting information with their bid so that a detailed analysis and determination can be made by the Purchasing Agent that the product offered meets the ITB specifications and that other requirements of the ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Town reserves the right to request supplemental information from the bidder after the bids have been opened to ensure that the products offered completely meet the ITB requirements. The requirement for such supplemental information will be at the reasonable discretion of the Town. It may include requiring the bidder to provide a sample product(s) so that the Town can examine and determine first-hand.

FIRM, UNQUALIFIED, AND UNCONDITIONAL OFFER: Bidders must provide enough information with their bid to constitute a definite, firm, unqualified, and unconditional offer. To be responsive, a bid must constitute a definite, firm, unqualified, and unconditional offer to meet all of the material terms of the ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in the ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition, or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose other than display (not demonstration) prior to its sale to the Town. The Town will not accept remanufactured, used, or reconditioned equipment. The contractor's responsible for ensuring that each piece of equipment delivered to the Town complies with this requirement. A contractor's failure to comply with this requirement will cause the Town to seek remedies under breach of contract.

ACCESSORIES: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the Town that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the Town will cause the Town to consider the bid non-responsive and reject the bid.

INSPECTION: Equipment offered will be subject to inspection and approval by the Town prior to payment. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.

ALTERATIONS: The awarded bidder must obtain the written approval from the Purchasing Agent prior to making any alterations to the agreed upon specifications (post-award) contained in this ITB or subsequent Contract. The Town will not pay for alterations that are not approved in advance and in writing by the Town.

DISCONTINUED ITEMS: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the Purchasing Agent makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.

ITEM UPGRADES: The Town reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

DELIVERY: Indicate, in the space provided under "Bid Schedule", the time required to make delivery after the receipt of an order.

F.O.B. POINT: The F.O.B. point for all items purchased under this bid is the final destination within the Town of Scarborough. ***Ownership of and title to the ordered items remains with the contractor until the items have been delivered to their final destination and are accepted by the Town.***

PARTS BOOKS AND MAINTENANCE MANUALS: Parts books and maintenance manuals must be provided at the same time that the equipment is delivered, preferably in Electronic Version (PDF, etc.). The cost of the parts books and maintenance manuals is to be included in the bid price of the equipment.

CONTINUING OBLIGATION OF CONTRACTOR: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

WORKMANSHIP & MATERIALS: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The Town will reject any item that does not meet the agreed-upon specifications of the ITB (post-award). Rejected items will be returned to the contractor at the contractor's risk and expense.

BID SUBMISSION: All bidders must submit a completed **Specifications Form and a Bid Form before the appointed date and time.** Although not required, bidders are encouraged to submit additional supporting information that may assist the Town in evaluating the bid and compliance with the technical specifications.

ADDITIONAL INFORMATION: Bidders are encouraged to provide additional **supplementary information with their bid if it clarifies the bid submission and assists the Town in evaluating the bids.** In particular, this may assist the Town in determining the equivalency of alternative bid items.

METHOD OF AWARD: Award will be made to the lowest responsive and responsible bidder as noted below (**EVALUATION CRITERIA**). The Town of Scarborough reserves the right to accept or reject any or all bids should it be deemed in the best interest of the Town, waive any minor discrepancies or technicalities, and the right to inspect the equipment prior to delivery.

EVALUATION CRITERIA: The Town intends to evaluate each bid based on the following specifications. The bid that meets these specifications best will be the lowest, most responsive bid. Alternate proposals to the specifications listed below should be noted so that the Town may assess the bid fairly. **ALTERNATE SPECIFICATIONS THAT ARE CLEARLY STATED WILL NOT DISQUALIFY A BIDDER.**

INVOICES: Invoices must be sent directly to the Town address shown on the individual Purchase Order, Contract Award, or Delivery Order. The payment schedule will be determined with the winning bidder. Questions concerning payment must be addressed to the Town of Scarborough's Accounts Payable Department.

CONTRACT CANCELLATION: The Town reserves the right to cancel the contract at its convenience by giving written notice to the contractor. The Town is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.

The Town of Scarborough reserves the right to accept or reject any and all bids when it deems it in the town's best interest.

ADDITIONAL INFORMATION:

ALL inquiries or requests concerning this Invitation to Bid shall be made in writing and must be received by the close of business two days prior to the bid opening, at the Attention of Kim Morrison, Purchasing Specialist, by fax (207 730-4088) or email to kmorrison@scarboroughmaine.org. The Town is not responsible for oral interpretations given by any Town employee, representative, or other.

SPECIFICATIONS

Multi Gas Meters for Fire Department

Bidder shall check the 'yes' box if they comply or the 'no' box if they are taking exception to that line item. All exceptions must be clearly explained in the bid materials. This page must be submitted along with the Bid Form.

	COMPLIANCE	
	YES	NO
Onsite set up/training and service shall be conducted by an authorized manufacturer's distributor or authorized manufacturer's field services		
Instruments shall be a one-hand operation device with rubberized over-mold. Instruments shall be approved agency-certified to IP68 protective levels for dust and water ingress. Instruments shall exceed MIL-STD-810G repeated drop test requirements. Proof of IP68 protective levels and MIL-STD-810G tests shall be provided upon request.		
Instrument housing shall be high-visibility		
Instrument displays shall be LCD with large, easy-to-read characters and icons. Unit must provide white backlight for low-light viewing and be user-adjustable.		
Instruments shall be capable of measuring up to four gases: combustible gas (LEL), O2, and either H2s/CO, H2S-LC/CO, H2S-LC/SO2 or CO/NO2.		
There shall be no requirement to access hidden or internal switches for any instrument operations. Buttons must be easy to operate when users wear gloves.		
Instruments shall have capability of displaying PEAK, STEL and TWA at the user's discretion. All settable instrument parameters (alarm set points, expected calibration gas values, etc.) shall be protected by user-selected password. Users shall be capable of displaying both types of installed gas sensors and measurement units for each gas.		
Visual alarms shall consist of bright, flashing LEDs on top and bottom of instruments and positive indication on unit's display for alarm type identification. Unit offers standard vibrating alarm. Oxygen channel has alarm set points for both oxygen deficiency and enrichment. Instruments shall provide audible, visual and vibrating alarms if STEL or TWA levels are exceeded.		
Instruments must be available with standard data logging and shall record at least 500 events. Data log shall record and store data for an average of 50 hours without overwriting existing information in normal use. Data log entries shall contain as minimum date, time and record of peak and average readings for each gas sensor (oxygen shall be recorded as maximum and minimum intervals). Instrument data stored in memory shall not be lost or corrupted in event of sudden instrument power loss.		

Instrument data log shall record and be capable of reporting significant instrument events including: gas and battery alarms; fresh air setups, sensor re-zeroing, and calibrations; battery voltage and elapsed run time; reset of PEAK, Min, STEL, and TWA values.		
Instruments shall be designed to prevent accidental shutoff.		
Instruments shall be capable of indicating its bump test status. Bump PASS, Bump FAIL or expiration.		
Instruments must be able to display the last successful calibration date.		
Sensors shall have an expected life of four years and the instrument shall indicate when sensor is close to and at its end of life.		
Sensors shall be easily accessed and replaced by users. No printed circuit boards should require removal to access sensors.		
Instrument continuous run time shall be 20 hours and equipped with a rechargeable battery. Monitor shall provide icon depicting estimated remaining battery operation time and shall always be visible when instrument is powered on. Chargers shall be available for 110VAC/220VAC and 12-24VDC. Instrument or charging cradle shall provide visual indication of battery charging status.		
Unit shall require no special tools for calibration other than calibration cap, cylinder, regulator, and tubing to supply gas to instrument. Calibration shall be easily performed using instrument's pushbuttons. Internal instrument access or tools shall not be necessary for calibration. Span calibration shall not exceed sixty seconds.		
Instrument shall be compatible with optional automated test and calibration system that is able to store data. External system shall automatically recognize and calibrate instrument and retain all calibration records.		
Bump test station shall be offered to verify field performance. Test station shall be capable of checking performance of the instrument and store records.		
Instrument shall be available with external powered pump probe option. Pump must contain user-replaceable filters to prevent liquid and dust ingress. Instrument shall be capable of sample draw from fifty feet away.		
Instrument shall have a minimum of 3-year warranty on all components, including sensors and battery.		

BID FORM

ALTERNATE BIDS of new and unused equipment that meets or exceeds our specifications are acceptable. The unit must be a current model that has been for sale to the general public for a period of not less than five years.

MULTI GAS METERS

(7) 4-GAS METERS (LEL, CO, O2 AND H2S) \$ _____

(7) PUMP PROBE WITH CHARGER \$ _____

(7) MINIMUM 25' SAMPLE LINE \$ _____

(6) 4-GAS VEHICLE CHARGING SYSTEM W/CRADLE \$ _____

(1) 5-GAS METER (LEL, CO, O2, H2S AND PID) \$ _____

(1) SAMPLE PROBE \$ _____

(1) MINIMUM 10' SAMPLE LINE WITH WATER STOP FILTER \$ _____

(1) 5-GAS VEHICLE CHARGING SYSTEM W/CRADLE \$ _____

(13) SINGLE GAS (CO) \$ _____

(1) SINGLE GAS (HCN) \$ _____

(13) SINGLE GAS VEHICLE CHARGING SYSTEM W/CRADLE \$ _____

AUTOMATED TEST SYSTEM W/CHARGING*

WITH MULTI-UNIT CHARGER, ELECTRONIC CYLINDER HOLDER, DEMAND REGULATOR, MEMORY CARD, CALIBRATION TUBING AND QUICK DISCONNECT FITTING AND CALIBRATION GAS.

(1) SINGLE GAS SYSTEM - *NO CHARGING - MULTI VALVE - 5 INSTRUMENTS \$ _____

(1) 4-GAS SYSTEM - MULTIPLE VALVE - 5 INSTRUMENTS \$ _____

(1) 5-GAS SYSTEM - MULTIPLE VALVE - 1 INSTRUMENT \$ _____

TOTAL \$ _____

Delivery time after receipt of order: _____

>>> NOTE: BID MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED MEMBER OR EMPLOYEE OF THE ORGANIZATION MAKING THE BID.

SIGNED: _____

DATE: _____

COMPANY: _____

Corporation, Firm, or Company

ADDRESS: _____

City State ZIP

TELEPHONE :(_____) _____ **FAX:** (_____) _____

EMAIL: _____