City of Biddeford
Finance Committee
May 21, 2024 5:00 PM Council Chambers & Zoom

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join.
https://biddeford.zoom.us/j/92320951598?pwd=WGhkclB3cmVVZW1KY012R01nY0NBUT09
Passcode: 985670

Or One tap mobile:
+16465588656,,92320951598# US (New York)
+16469313860,,92320951598# US

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 646 558 8656 or +1 646 931 3860 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 9128 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623
Webinar ID: 923 2095 1598
International numbers available: https://biddeford.zoom.us/u/acu4wRWvJE

Status:

1. **Call to order**
2. **Approval of the Minutes**
   - 2.1. Approval of Minutes
     Finance Committee Minutes - 5.7.24
3. **Signing of the expenditure warrant**
4. **Discussion/Approval**
   - 4.1. Approval /award new Fire Department EMS Rapid Response Vehicle to Quirk Auto Group
     New Fire Department EMS Dodge Durango Response Vehicle 05-21-2024 BRIEF
     Fire Dept Dodge Durango Quote for Finance Committee 05-21-2024
   - 4.2. Self-Contained Breathing Apparatus (SCBA) bottle fill station for SCBA Bottles
     Request for Fire Department SCBA Bottle Fill Station 05-21-2024 BRIEF
     SCBA Fill Station RFP Bergeron 5.01.2024
5. **Other Business**
   - 5.1. Update from the Finance Director

6. **Adjournment**

City of Biddeford
Finance Committee
May 7, 2024 5:00 PM Council Chambers & Zoom

Councilor Beaupre: present (virtual)
Councilor Lessard: excused
Councilor LA Fountain: present
Mayor Grohman: present

1. Call to order

2. Approval of the Minutes

Motion: Mayor Grohman
Second: Councilor LaFountain
Vote: Unanimous in favor.
Motion passed.

3. Signing of the expenditure warrant

4. Discussion/Approval

4.1. Fire Department apparatus bay floor repairs

Fire Chief Larry Best discussed the project and noted that the funding source was from FY 2023 carryover.

Motion: Councilor Beaupre motion to approve the bid in the amount of $10,782.79 as requested.
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

4.2. Approval/Authorize City Manager to engage Berry Dunn for Finance Department work

City Manager Jim Bennett described the nature of the work to be performed. Mayor Grohman asked about the total expected cost. Finance Director Sasha Pavlak echoed the Manager's statement that the total cost will depend on the full scope of the project which is still to be determined. Councilor LaFountain requested status updates to be added as a standing agenda item at subsequent Finance Committee meetings.

Motion: Mayor Grohman motion to authorize City Manager to engage Berry Dunn.
Second: Councilor LaFountain
Vote: Unanimous in favor.
Motion passed.

4.3. HUD Lead Hazard Reduction Bid Award - 61 Jefferson St

HUD Housing Programs Director Gail Wilkerson explained the project and why there was only one bid for the contract. Mayor Grohman asked a question about the timeline and occupancy of the units. Councilor LaFountain asked a question about the commercial unit and any obligations they may have for the project and Director Wilkerson mentioned that it would be the owner's responsibility to fund that portion of the project and work with the contractor.

Motion: Councilor Beaupre motion to approve the Bid Award.
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

4.4. Approval/RFQ for Engineering Services to design/permit temporary stabilization and analysis for permanent work from January 2024 Coastal Storm Damage

Director of Code Enforcement Roby Fecteau discussed the City's previous history with repeated incidents of storm damage being the reason behind the RFQ. Mayor Grohman asked about the engineering models that might be proposed for the seawall and clarified what level of financial support FEMA will allow for the mitigation work. Councilor LaFountain asked about any previous experiences with Weston & Sampson in the City. Councilor Beaupre asked about the funding structure and Director Fecteau clarified that the City is only responsible for 10 percent of the total cost.

Motion: Councilor Beaupre motion to accept the proposal from Weston & Sampson.
Second: Mayor Grohman
Vote: Unanimous in favor.
Motion passed.

Councilor Beaupre Motion to adjourn at 5:26 pm.
Second: Mayor Grohman
Vote: Unanimous in favor.
Meeting adjourned.

Finance Committee

Meeting Date: May 21, 2024
Meeting Time: 5:00pm

Agenda Item No: 4.1.
Item Description: Approval/Award new Fire Department EMS Rapid Response Vehicle to Quirk Auto Group

Submitted by: Lawrence D. Best, Fire Chief

Supporting Information/Documentation:

Please see the attached proposal and purchase agreement from Quirk Auto Group

Key Terms:

EMS Rapid Response/Paramedic Intercept Vehicle and associated emergency warning equipment, radios and medical equipment storage module.

Executive Summary:

This request is to discuss moving forward with the approval and awarding the contract to purchase a new EMS Rapid Response/Paramedic Intercept Vehicle to the Quirk Auto Group and approve the related expenses for outfitting the vehicle.

The Fire Department has been awarded an EMS Stabilization Grant from the State of Maine Bureau of EMS in the amount of $156,234.94, of which up to $50,000.00 can be used for the purchase of “capital expenditures”.

This vehicle would be used as an EMS Rapid Response/Paramedic Intercept Vehicle, which is currently being done with the Brush 20, 2008 Chevrolet 2500 truck.

Detailed Review:

The Fire Department is seeking approval for the purchase of one Dodge Durango from the Quirk Auto Group for a cost of $44,941.00, plus the additional costs listed below for outfitting the vehicle with the emergency warning systems, radios, and medical equipment storage unit. The total cost to purchase and outfit this vehicle is $59,541.00.

The Fire Department has worked with the Department of Public Works Fleet Maintenance Division to locate and get quotes for the purchase of a Dodge Durango vehicle that has the same specifications as the recently purchased Police Department units.

The purchase of this Dodge Durango would be through Quirk Auto Group, which has the current best availability and price of $44,941.00. If we were to place an order for a Dodge Durango, the cost will be more and the vehicle will not arrive until 2025, which is outside the grant term/period of performance, so we will lose the majority of the funding for this vehicle.

The cost breakdown are as follows:

$44,941.00 – Vehicle purchase cost

$14,600.00 – Emergency warning systems, radios, and medical equipment storage unit cost.

Background on the current EMS Rapid Response/Paramedic Intercept Vehicle:

Currently the Brush 20 truck is staffed/operated by a Lieutenant/Paramedic who responds to approximately 1,300 incidents annually with the majority of them being EMS Advanced Life Support (ALS) responses. It is this Lieutenant/Paramedic's responsibility to supervise the Ambulance EMS crews, provide ALS medical care, and in general assist the EMS crew on the ambulance. In addition, Brush 20 responds to various other incidents, such as brush/grass fires, wires down and certain types of service calls/non-emergent incidents.

This new vehicle will be an additional unit for the Fire Department, but will replace/take over a majority of the approximately 1,300 responses that are taken annually with Brush 20. Brush 20 is a 2008 Chevrolet 2500 Truck with over 53,500 miles and is outfitted with a tool boxes for forest/brush fire equipment, a 300 gallon water tank, and small pump and was designed to primarily respond to brush fires. The Brush 20 truck was not designed to respond to medical calls which is additional use and wear on it. It is anticipated the fewer emergency responses taken with Brush 20 will help with the life expectancy of it.

Funding Source:

Funding will come from the following accounts:

1. $44,941.00 – To Quirk Auto Group, from the State of Maine Bureau of EMS- EMS Stabilization Grant account upon delivery of the vehicle.

2. $ 5,059.00 – from the State of Maine Bureau of EMS- EMS Stabilization Grant account upon delivery of the emergency warning systems, radios and medical equipment storage unit.

3. $ 9,541.00 – from the Fire Department Vehicle Repair Account #21141-60453 for the remaining costs upon delivery of the emergency warning systems, radios and medical equipment storage unit.

Staff Recommendation:

Staff is recommending the purchase of the above vehicle through Quirk Auto Group for the price of $44,941.00; and purchase the mentioned equipment through the appropriate vendors for a cost of $14,600.00.

QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

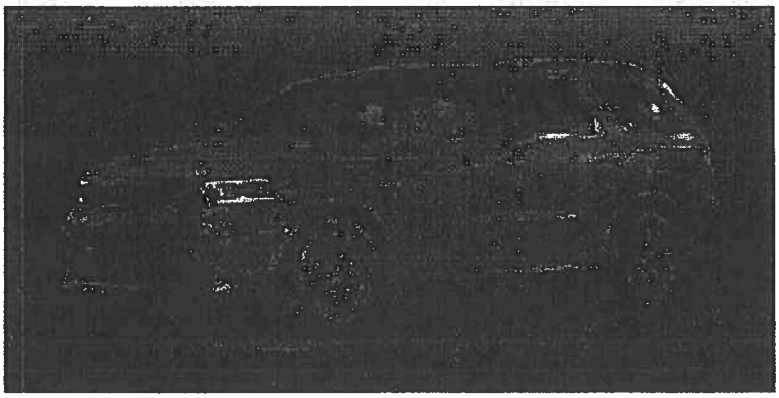
CITY OF BIDDEFORD FIRE DEPT

Prepared For: 2024 DURANGO PURSUIT RATED v8

2072821579

JERRY.COURT@BIDDEFORDMAINE.ORG

Vehicle: [Fleet] 2024 Dodge Durango (WDEE75) Pursuit AWD



THANK YOU FOR THE OPPORTUNITY TO QUOTE YOU ON YOUR NEXT.PURCHASE. IF YOU HAVE ANY QUESTION.
PLEASE GIVE ME A CALL.

QUIRK AUTO GROUP
LEO CHICOINE | 207-430-1621

Vehicle: [Fleet] 2024 Dodge Durango (WDEE75) Pursuit AWD (⚠ Incomplete)

Window Sticker

SUMMARY

[Fleet] 2024 Dodge Durango (WDEE75) Pursuit AWD — MSRP:$43,075.00

Interior:Black, Cloth Bucket Seats w/Rear Vinyl

Exterior 1:DB Black Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70)

OPTIONS

CODE	MODEL		MSRP
WDEE75	[Fleet] 2024 Dodge Durango (WDEE75) Pursuit AWD		$43,075.00
	OPTIONS		
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl		$150.00
ADL	Skid Plate Group		$350.00
CW6	Deactivate Rear Doors/Windows		$90.00
DFD	Transmission: 8-Speed Automatic (8HP70)		$0.00
DPM	3.09 Rear Axle Ratio	Inc.	
EZH	Engine: 5.7L V8 HEMI MDS VVT		$3,115.00
GXA	Entire Fleet Alike Key (FREQ 2)		$350.00
LNF	Black Left LED Spot Lamp		$640.00
PXJ	DB Black Clearcoat		$0.00
WBN	Wheels: 18" x 8.0" Black Steel		$0.00
Z6J	GVWR: 7,100 lbs	Inc.	
	SUBTOTAL		**$47,770.00**
	Adjustments Total		$0.00
	Destination Charge		$1,595.00
	TOTAL PRICE		**$49,365.00**

FUEL ECONOMY

Est City:14 MPG

Est Highway:22 MPG

Est Highway Cruising Range:541.20 mi

$ 4/4/24 1st

Leo

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Data Version: 22409. Data Updated: May 8, 2024 6:42:00 PM PDT.

Vehicle: [Fleet] 2024 Dodge Durango (WDEE75) Pursuit AWD (⚠ Incomplete)

Technical Specifications

Powertrain

Transmission

Drivetrain	All Wheel Drive	Trans Order Code	DFD
Trans Type	8	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.71
Second Gear Ratio (:1)	3.14	Third Gear Ratio (:1)	2.11
Fourth Gear Ratio (:1)	1.67	Fifth Gear Ratio (:1)	1.28
Sixth Gear Ratio (:1)	1.00	Reverse Ratio (:1)	3.29
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Electronic
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	0.84
Eighth Gear Ratio (:1)	0.67		

Mileage

EPA Fuel Economy Est - Hwy	22 MPG	Cruising Range - City	344.40 mi
EPA Fuel Economy Est - City	14 MPG	Fuel Economy Est-Combined	17 MPG
Cruising Range - Hwy	541.20 mi	Estimated Battery Range	N/A

Engine

Engine Order Code	EZH	Engine Type	Regular Unleaded V-8
Displacement	5.7 L/345	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	360 @ 5150	SAE Net Torque @ RPM	390 @ 4250
Engine Oil Cooler	Regular Duty		

Electrical

Cold Cranking Amps @ 0° F (Primary)	800	Cold Cranking Amps @ 0° F (2nd)	800
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	220

Cooling System

Total Cooling System Capacity	N/A

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Data Version: 22409. Data Updated: May 8, 2024 6:42:00 PM PDT.

Finance Committee

Meeting Date: May 21, 2024
Meeting Time: 5:00pm

Agenda Item No: 4.2.
Item Description: Self-Contained Breathing Apparatus (SCBA) Bottle Fill Station for SCBA Bottles

Submitted by: Lawrence D. Best, Fire Chief

Supporting Information/Documentation:

Please see attached quote.

Key Terms:

SCBA Bottle Fill Station to fill SCBA Bottles.

Executive Summary:

This request is to discuss moving forward with awarding the contract for the purchase a new three bottle SCBA fill station that will be used to fill the SCBA bottles at the Fire Department.

Detailed Review:

The Fire Department posted an RFP for the purchase of a three bottle SCBA fill station, which closed on April 30, 2024 at 4:00pm.

There was only one company that submitted a bid in the amount $24,467.83.

The RFP was for the purchase and installation of a three bottle SCBA fill station, which will replace the current two bottle fill station which is estimated to be 25+ years old. The current fill station is experiencing some valve mechanical/leak issues and it does not meet current safety standards for SCBA bottle containment should an SCBA rupture or fail while being filled.

Funding Source:

SCBA Reserve Account 22003-92113-32101. If approved, the funds would come from the SCBA reserve account which was established to defer SCBA and SCBA equipment replacement costs. Currently, there is approximately $150,000 available in this account for this type of purchase.

Staff Recommendation:

Consider authorization to move forward with signing a contract for the purchase and installation of the three bottle SCBA fill station in the amount of $24,467.83 from Bergeron Protective Clothing, LLC. as outlined in the attached quote and bid document.

QUOTATION

No. : 214583

BERGERON PROTECTIVE CLOTHING
a limited liability company

1024 Suncook Valley Hwy., Unit 5-D
Epsom NH, 03234
TEL: 603.736.8500
www.BergeronProtectiveClothing.com

Doc. Date : 04/12/2024
Payment Terms : NET30
Valid Until: 06/30/2024
Customer PO:
Salesperson : Dale Doughty
Page : Page 1 of 1

Bill To

Biddeford ME Fire Dept.
152 Alfred Street
Biddeford ME 04005

Ship To :

152 Alfred Street
Biddeford ME 04005

Quantity	Style	Description	Your Cost
1	C-FS3C55	Arctic Compressor Triple Cylinder Fill Station 5500 PSI Certified, with 4 Bank Cascade Control Panel	13,087.18
4	C-6000-UN	Arctic Compressor 6000 PSI UN/DOT Storage Cylinder	7,279.18
1	C-CLAMPS1-4	Unistrut and Clamps (to secure cylinders to wall) For 4 Cylinders For 4 Bottle System	221.60
35	A-H1620	Arctic Compressor, 7000 PSI Hose, Per Foot	427.70
2	106CG-4-3	Parker #4 JIC Female Hose End Crimp	22.00
4	A-H1000-0048	Arctic Compressor, Hose, 4 FT Hose with Ends	252.94
4	A-I1350	Arctic Compressor CGA-702 Nut and Nipple W/JIC Elbow, Use w/Cascade Control Panel	266.48
2	F-06181	Arctic Compressor CGA 347 x MNPT Adapter SS	93.34
1	10162403	MSA G1 Adapter Assembly, QC to 1/4 NPT F, 5000 psig	571.20
1	INSTL	Installation Charge	450.00
1	EXD-ACE-GOLD	Arctic Compressor ACE Gold 5 Year Extended Warranty	1,010.21
1	FrieghtCH	Arctic Compressor Freight Charge	786.00

Subtotal 24,467.83
Total 24,467.83

*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Financing options available on turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices, subject to change by Manufacturer without notice. TERMS NET 30 Days. Add 3% fee when paying via credit card. Exchanges may incur additional handling charges. Late fee 2% per mo. $25 returned check fee MC/ Visa /Discover accepted.

BERGERON PROTECTIVE CLOTHING
a limited liability company

1024 Suncook Valley Hwy., Unit 5-D
Epsom NH, 03234
TEL: 603.736.8500
www.BergeronProtectiveClothing.com

QUOTATION

No. : 214583

Doc. Date : 04/12/2024
Payment Terms : NET30
Valid Until: 06/30/2024
Customer PO:
Salesperson : Dale Doughty
Page : Page 1 of 1

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Biddeford ME Fire Dept.
152 Alfred Street
Biddeford ME 04005

Ship To :

152 Alfred Street
Biddeford ME 04005

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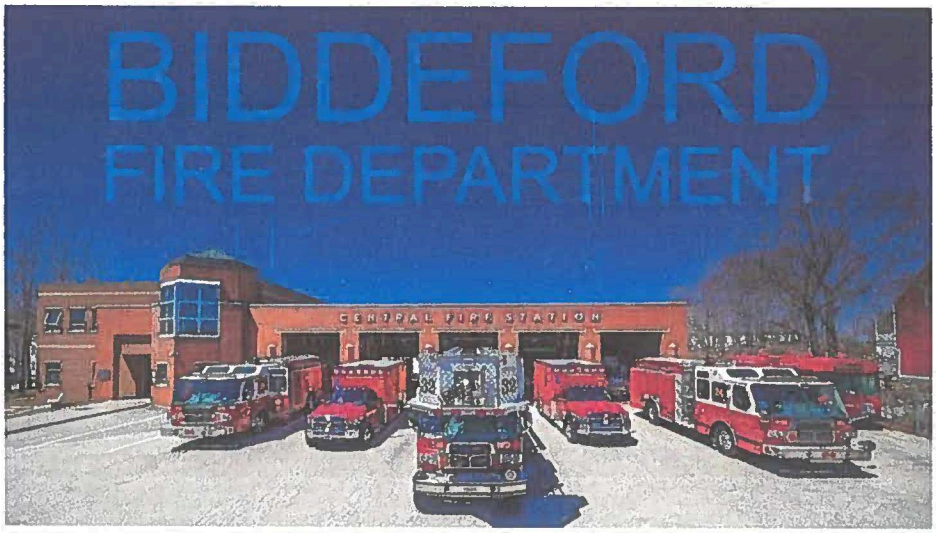
BERGERON PROTECTIVE CLOTHING

1024 Suncook Valley Highway, Unit 5D
Epsom, NH 03234
(603) 736-8500
www.BergeronProtectiveClothing.com

Biddeford Fire Department
Fill Station Proposal



2024

BERGERON PROTECTIVE CLOTHING

1024 Suncook Valley Highway, Unit 5D
Epsom, NH 03234
(603) 736-8500
www.BergeronProtectiveClothing.com

4-12-24

Biddeford Fire Department
Kenneth Thorpe
Deputy Fire Chief
152 Alfred Street
Biddeford ME 04005

Deputy Thorpe,

Enclosed you will find:

-Bid itemized costing, Bergeron Quote #214583

-Bergeron Qualifications and Experience, Similar Project Info

-Lead Time & Installation Schedule

-Details on scope of work for installation

-Arctic Warranty

-Biddeford RFP Documents with signatures

Thank you for considering our company,

Dale Doughty
Maine Sales Representative
Bergeron Protective Clothing LLC

BERGERON PROTECTIVE CLOTHING

1024 Suncook Valley Highway, Unit 5D
Epsom, NH 03234
(603) 736-8500
www.BergeronProtectiveClothing.com

Bergeron Protective Clothing LLC Qualifications & Experience

Our company currently has one full time, and two part time, factory trained service technicians.
We've been an Arctic dealer since 2021.

We also have an Artic Compressor and fill station set up at our facility in Windham, for the purpose of training, demonstrations, and simple filling of bottles.

We service ME. NH, and VT

In addition to the Arctic Compressor we installed at Biddeford FD, we have also sold and installed units in the following towns:

Nobleboro
Gilsum NH
Gray
Yarmouth
Burlington VT
Sanford
Carmel
Presque Isle

BERGERON PROTECTIVE CLOTHING

1024 Suncook Valley Highway, Unit 5D
Epsom, NH 03234
(603) 736-8500
www.BergeronProtectiveClothing.com

Bergeron Protective Clothing LLC Scope of work

Divorce the existing fill station from the compressor
Remove and dispose of the current (8) DOT bottles
Remove and dispose of DOT cylinder hose assemblies
Remove hose connection from the compressor and install new hose from compressor to fill station
Re-use hose removed from compressor to make connection for auxiliary fill
Install Unistrut with lag bolts on concrete block wall to secure new (4) DOT 6000psi cylinders
Place 3 bottle fill station in front of DOT bottles and connect DOT bottles to fill station outlets with 7000psi hoses
Install MSA G1 adapters on fill station hose whips
Make connection between fill station auxiliary outlet to existing airline
Run compressor and test all connections with leak detector fluid
Conduct on-site training for proper operation of unit

Not listed on the RFP but included on our quote is the G1 adapter for the quick connect fitting. Biddeford has 2 currently and we added one to the quote for the 3rd space on the fill station.

Note that we do not see reference to removal of the existing fill station, only the DOT bottles. Please advise.

ARCTIC COMPRESSOR

ACE Program
Arctic Coverage Extension

The ACE Program is offered by Arctic Compressor, LLC (Manufacturer) to clients (Buyer), and is available for all new compressors and fill stations manufactured and sold by Arctic Compressor when used in breathing-air applications. The ACE Program provides extended warranty coverage for a period of either five (5) years from the date of product purchase **or** 500 hours of product operation, with coverage expiring upon whichever of the foregoing events occurs first. For **FEMA registered fire departments** providing municipal fire response services (Local, State, Tribal, Federal and DOD) the hour limit is doubled.

The ACE Program offers participating buyers two tiers of available coverage:

Silver
Silver tier coverage provides the industry standard level of replacement on any and all defective parts on the product compressor block and air purification system only.
Gold
Gold tier coverage provides the industry standard level of replacement on any and all defective product parts and components, including compressor block and air purification system parts covered under the Silver tier.

What's Covered

	Silver	Gold
Compressor Block	✔	✔
Filtration/purification system	✔	✔
Auto Drain		✔
Gauges		✔
Cabinet/enclosure		✔
Latches		✔
Switches		✔
Hour Meter		✔

Please contact your authorized Arctic Compressor, LLC distributor for pricing details on Silver and Gold Tier ACE Program Coverage. If you have declined this coverage during the initial ordering process for your Arctic Compressor, LLC you may still contact your dealer within thirty (30) days from date of delivery to purchase this coverage.

Limitations

ACE Program Coverage is purchased for a specific product, based on that product's serial number. ACE Program Coverage is only valid for the product that it was purchased for, as identified on Manufacturer's invoice issued to the buyer. ACE Program Coverage cannot be used with multiple items. ACE Program Coverage is valid to the Buyer only and is non-transferable. This warranty is contingent upon Buyer's proper storage, installation, maintenance, and operation of the product in accordance with standard industry practices, and buyer's compliance with any and all specific recommendations of Arctic Compressor. Product must be installed by an authorized Arctic Compressor distributor for ACE Program Coverage to be effective. Annual preventative maintenance must be performed by an authorized Arctic Compressor distributor for ACE Program Coverage to remain in effect. Buyer's failure to comply with any maintenance schedules provided in product manuals shall void all coverage for defects under this warranty.

Coverage is contingent upon the Arctic product being "right sized" for the application. Total operation hours can not exceed the following:

Ownership Year	1	2	3	4	5
Maximum operation hours	100	200	300	400	500
Maximum operation Hours for Fire Departments	200	400	600	800	1000

This limited warranty shall not apply to and Arctic Compressor shall not be liable for:

- The effects of corrosion, erosion and normal wear and tear; or
- Damage due to fire, floods, acts of God, accidents, improper installation, abnormal or unattended operation, neglect or damage incurred in transit; or
- Repairs, replacements or adjustments to the product performed by the buyer or others without prior written approval from manufacturer; or
- Expendable materials, including but not limited to, filter cartridges, oil, and oil filters; or
- Products purchased or used outside of the United States.

Warranty Service Claims

Notice of any known defect shall be provided to Manufacturer in writing by mail within thirty (30) days of discovery during the warranty period. Buyer's written notification shall be mailed to the following address: Arctic Compressor, LLC, 431 Tower Avenue, Superior, WI 54880 or emailed to warranty@arcticcompressor.com. Buyer's written notification shall identify the known defect, as well as identify the serial number, model number, and delivery date of the Product requiring warranty services. If requested by the Manufacturer, the defective Product or portion thereof must be promptly delivered to Manufacturer for inspection at Buyer's sole cost and expense. Buyer assumes all risk and liability that may arise from the use of the defective Product following the discovery of any alleged defect, and such use shall void this warranty.

Disclaimer

Upon expiration of Manufacturer's Limited Warranty, this warranty is Manufacturer's sole warranty and any and all other warranties, expressed or implied, including any warranties of merchantability and fitness for particular purpose, are hereby specifically excluded. Manufacturer's liability for any loss or damage arising out of, or resulting from, or in any way connected with the Product shall not exceed Buyer's purchase price for the particular Product upon which such liability is based, regardless of whether such liability arises in contract, tort or otherwise. In no event shall the Manufacturer be liable for incidental, consequential, indirect, special or punitive damages resulting from the use of the Product. Correction of any defect, in the manner and for the time period stated above, shall constitute fulfillment of all liabilities of Manufacturer.

PROJECT SPECIFICATIONS
&
BIDDING INFORMATION
BIDDEFORD FIRE DEPARTMENT
SCBA Containment Fill Station

BIDDEFORD, MAINE 04005

City of Biddeford – Biddeford Fire Department

City of Biddeford

BIDDEFORD FIRE DEPARTMENT

Request for Proposed

BIDDEFORD FIRE DEPARTMENT SCBA Fill Station

Return proposals to:

Kenneth Thorpe
Deputy Fire Chief
152 Alfred Street, Biddeford Me. 04005

Current Date: 11/22/2023

RFP Due Date 04/30/2024
RFP Due Time 4:00 pm

Proposals are being accepted by the City of Biddeford Fire Department to:

- **Purchase and Install of SCBA Contained Fill Station**
- **Replace Cascade storage bottles with recommended number and size tanks for fill station**

The City of Biddeford (CITY) shall bear none of the costs incurred by any proposer or potential proposer in their preparation of the proposed solution documents or any visits to inspect the project site. All such costs are the responsibility of the proposer.

SUBMISSION

Proposals are to be submitted in a sealed envelope, plainly marked as "Biddeford Fire Department Central Station SCBA Bottle Contained Fill Station Project" along with the Company's name and date and time of the scheduled opening. The CITY, its employees, officers or agents shall not be responsible for any pre-opening or post- opening of any proposal not properly addressed and identified. Proposals made in pencil or forwarded using e-mail and the internet will be rejected.

LIABILITY

Company agrees to indemnify and save and hold the CITY, its agents and employees harmless from any and all claims or causes of action arising from the performance of this agreement by Company or Company's agents of employees. This clause shall not be construed to bar any legal remedies Company may have for the CITY's failure to fulfill its obligations pursuant to this project.

REQUEST FOR PROPOSED SOLUTION (RFPS)
FOR
SCBA Contained Fill Station Project

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Section I. General Information

Background

RFP published by the Biddeford Fire Department.

The Biddeford Fire Department is responsible for all emergent and non-emergent events related to Fire-EMS and other health and safety events in the City of Biddeford.

The project site is located at 152 Alfred Street, Biddeford Me. 04005 the area for the work to be completed on the building will include:

- New (3) Bottle SCBA Contained Fill Station with control panel
- (4) Four Cascade DOT – E 6000 PSI or Manufactures Recommendation Storage bottles
- In Service Training for safe operation of the system

Coordination with the Fire Department is required of the winning bidder.

Work to be completed

BIDDEFORD FIRE DEPARTMENT SCOPE OF WORK

1) Set-up safety per OSHA requirements prior to beginning work.
    - Smoking not permitted on site.
    - Site to be clean daily before leaving job site.
    - Submit references of other projects similar in size and scope.

OWNER RESPONSIBILITIES / ITEMS TO DISCUSS

- Contractor Prequalification Requirements (Safety & Insurance levels)
- Interior Protection
- Interior / Exterior Access
- Estimated Schedule

Biddeford Fire Department SCBA Containment Fill Station Project consists of the supply and the installation of;

- Containment fill system capable of holding (3) 4500 psi cylinders, (MSA 45-60 minute Cylinders)
- The cascade control panel include an adjustable fill pressure regulator with a pressure gauge for inlet and regulated pressure to accommodate different cylinder fill pressures from 0 – 6000 PSI.
- Fill hose is equipped with a bleed valve and SCBA fill adapters that can accommodate 2216 PSI to 5500 PSI SCBA cylinders.
- Meet current standards for; NFPA,OSHA, NIOSH, ASTM, Dept. of Labor (@ time of delivery)
- Connection kit from Compressor to Cascade system bottles
- Connection from Compressor to fill station
- Auxiliary outlet with fittings to adapt to existing airline

- (4) Four Bottle DOT – E 5500-6000 Psi storage cascade bottles
- Disposal of existing old air storage cylinders (8) bottles

Price requested is to supply, install, and perform all work associated with the Class 2 Containment fill station. To include a complete and operable product to the satisfaction of the owner.
The City shall select the vendor whose proposal and/or oral presentation(s) if requested, demonstrate in the City's sole opinion, the clear capability to best fulfill the purposes of this RFP in an effective manner. The City reserves the right to accept or reject proposals, in whole or in part, and to negotiate separately as necessary in order to serve the best interests of the City.

General Selection Criteria

General criteria upon which proposals will be evaluated include, but are not limited to, the following.

- Cost;
- Proposed schedule and work plan;
- Detailed and clear explanation of scope of work to be provided;
- Quality of materials and products proposed, including warranties;
- Qualifications of the vendor, including experience on similar projects; and,
- Completeness and thoroughness of proposal response.

Selection Process

Initial review will begin with the Fire Chief or designee. This group will evaluate the proposals and make a recommendation to the City Finance Committee. This committee will make a recommendation to the Biddeford City Council.

Selection and Implementation Timeline (subject to change depending on committee schedules)

Day/Date	Timeline Subject
	Publish RFP
Business hours M-Th	Conduct pre-award vendor site visit
	Deadline for Questions
	Answers returned ASAP
April 30, 2024	Deadline for proposal submissions
May 2, 2024	Recommendation to City Manager-COO
TBD	Recommendation to Finance Committee if needed
TBD	Anticipated project completion date

Contract(s) Awarded and Pricing Structure

The contract will be awarded to a single vendor to provide all materials, equipment and labor necessary to design, furnish and install a complete project.

Contract Term

The City desires to enter into a design/construction contract with the successful vendor with all work to be completed by TBD If the City and the selected vendor are unable to negotiate and sign a contract then the City reserves the right to seek an alternative vendor(s).

Contract Termination

The City of Biddeford may cancel the contract(s) upon 30 days' written notice, with or without cause. In the event of cancellation, the vendor will be paid based on work performed at rates negotiated in the final contract(s).

Applicable Law

A contract entered into as a result, this RFP shall be governed and interpreted under the laws of the State of Maine.

Contract Assignment

A contract or any part hereof entered into as a result of this RFP shall not be assigned, sublet, or transferred directly or indirectly without prior written consent of the City.

Entire Agreement

A written contract and any modifications or addenda thereto, executed in writing by both parties constitutes the entire agreement of the parties to the contract. All previous communications between the parties whether oral or written, with reference to the subject matter of this contract are void and superseded. The resulting contract may be amended at a future date in writing by mutual agreement of the parties.

Deviations and Exceptions

Deviations from and exceptions to terms, conditions, specifications or the manner of this RFP shall be described fully on the vendor's letterhead stationery, signed and attached to the proposal submittal page(s) where relevant. In the absence of such statement, the vendor shall be deemed to have accepted all such terms, conditions, specifications and the manner of the RFP. A vendor's failure to raise an issue related to the terms, conditions, specifications or manner of this RFP prior to the proposal submission deadline in the manner described shall constitute a full and final waiver of that vendor's right to raise the issue later in any action or proceeding relating to this RFP.

Pre-award Vendors Conference

The City will hold non-mandatory pre-award vendor's site visit upon request. The location of the site will be 152 Alfred Street Biddeford Me. 04005. It is recommended that all potential or interested responders schedule a site visit. Please advise if a representative will attend!

Duration of Offer

All proposal responses must indicate they are valid for a minimum of four months from the date of the proposal opening unless extended by mutual written agreement between the City and the vendor.

Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

Authorized Signature

The proposal must be completed and signed in the individual or corporate name of the vendor, and must be fully and properly executed and signed in ink by an authorized representative of the vendor.

Proposal Rejection and Waiver of Informalities

This RFP does not obligate the City to award a contract or complete the proposed project and reserves the right to cancel this RFP if it is considered to be in its best interest. The City also reserves the right to waive minor informalities and, not withstanding anything to the contrary, reserves the right to:

1. Reject any and all proposals received in response to this RFP
   Reject a proposal if it is determined that a vendor's ability to work with the existing infrastructure will be too limited or difficult to manage
2. Select a proposal for contract negotiation other than the one with the lowest cost
3. Negotiate any aspect of the proposal with any vendor
4. Terminate negotiations and select the next most responsive vendor for contract negotiations
5. Terminate negotiations and prepare and release a new RFP
6. Terminate negotiations and take such action as deemed appropriate.

Section II. Parties to the RFP

Parties to this contract shall be the City of Biddeford and the successful vendor(s).

Section III. Vendor Requirements

The vendor selected will provide all design, equipment, labor and materials necessary for a complete installation of the proposed work.

The vendor will provide an in-service training for the Fire Department as part "Vendor Requirements"

The vendor is responsible for all permits required federal, state and local.

Information Contact
Questions regarding this RFP need to be submitted in writing (email/letter). Phone inquiries will not be accepted. All questions and requests for clarification shall be posted to the City's "Current RFP's, RFQ's" website.

Name: Kenneth Thorpe
Title: Deputy Fire Chief
Address: 152 Alfred Street, Biddeford Me. 04005
Telephone: 207-282-6632
E-mail address: Kenneth.thorpe@biddefordmaine.org

Other persons are not authorized to discuss RFP requirements before the proposal submission deadline, the City shall not be bound by, and responders may not rely on information regarding RFP requirements obtained from non-authorized persons. The question and subsequent answer to all inquiries will be posted to the City website for all vendors to see. Individual responses will not be issued.

In some instances, an interview will also be part of the selection process.

The City reserves the right to name a date at which selected responding vendors will be invited to present demonstrations or participate in an interview. The City will make every effort to reach a decision by the date identified in the **Selection and Implementation Timeline** above.

Section V. Additional RFP Response and General Contract Requirements

Notice to Vendors and Contractors

As a condition of this project, the selected vendor is required to prepare and submit a W-9 in order to obtain payment from the City. No payment will be made unless and until a valid W-9 was been submitted.

Problem Resolution Process

A formal problem resolution process will be established in the contract to address issues raised by either the City or the vendor.

Affidavit of Non-Collusion

All responding vendors are required to provide a certification of non-collusion with the RFP response.

Insurance Requirements

[THE INSURANCE REQUIREMENTS BELOW GENERALLY REPRESENTED THE MINIMUMS.
DEPENDING UPON THE TYPE OF WORK AND THE RISK INVOLVED, OTHER TYPES OF INSURANCE MAY BE NECESSARY BASED ON FINAL PROJECT PROPOSAL.]

A. The selected vendor will be required to submit an ACORD Certificate of Insurance to the City's authorized representative prior to execution of a contract or agreement listing the City as additional insured. Vendor shall maintain such insurance in force and effect throughout the term of the contract.

B. The selected vendor will be required to maintain and furnish satisfactory evidence of the following:

1. Workers' Compensation Insurance. The vendor must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, the vendor will require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of Maine, including Coverage B, Employer's Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident.

2. Commercial General Liability. The vendor will be required to maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by the vendor or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

   $2,000,000.00 per occurrence
   $2,000,000.00 annual aggregate
   $2,000,000.00 annual aggregate – Products/Completed Operations

In addition, the following coverages must be included:
Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Name the following as Additional Insureds: City of Biddeford

3. Commercial Automobile Liability. The vendor will be required to maintain insurance protecting it from bodily injury claims and property damage claims which may arise from operations of vehicles under the contract whether such operations were by the vendor, a subcontractor or by anyone directly or
4. Indirectly employed under the contract. The minimum insurance amounts will be:
   - $2,000,000.00 per occurrence Combined Single Limit (CSL)

In addition, the following coverages should be included:

Any deductible will be the sole responsibility of the vendor and may not exceed $50,000 without the written approval of the City. If the vendor desires authority from the City to have a deductible in a higher amount, the vendor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the City can ascertain the ability of the vendor to cover the deductible from its own resources.

Additional Insurance Conditions

- Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of vendor's performance under this contract;
- If vendor receives a cancellation notice from an insurance carrier affording coverage herein, vendor agrees to notify the City within five (5) business days with a copy of the cancellation notice, unless vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the City
- Vendor is responsible for payment of contract related insurance premiums and deductibles
- If vendor is self-insured, a Certificate of Self-Insurance must be attached
- Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above
- Vendor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the vendor's policy limits to satisfy the full policy limits required by the contract.

C. The City reserves the right to immediately terminate the contract if the vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the vendor. All insurance policies must be available for inspection the City and copies of policies must be submitted to the City's authorized representative upon written request.

Financial Audit

The books, records, documents and accounting practices and procedures of the vendor relevant to the contract(s) must be available for audit purposes to the City for seven (7) years after the termination/expiration of the contract.

Conflict of Interest

The vendor must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that it is contemplated in this RFP. The list should indicate the names of the entity, the relationship, and a discussion of the conflict.

Organizational Conflicts of Interest

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the respective City's chief financial officer or the city manager that must include a description of the action, which the vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the City may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the City's rights.

Physical and Data Security

In performance of the contract, the vendor agrees it will comply with all applicable state, federal and local laws and regulations, relating to confidentiality of information received as a result of the contract. Any such confidential information shall be identified by the City. The vendor agrees that it, its officers, employees and agents will be bound by the above confidentiality laws and that it will establish procedures for safeguarding the information as may be applicable.

The vendor agrees to notify its officers, employees and agents of the requirements of confidentiality, and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor on behalf of the City.

The vendor shall recognize the City's sole and exclusive right to control the use of this information. The vendor further agrees it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the contract.

The vendor agrees to indemnify and hold harmless the City from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract. The

vendor must return all source data to the "Authorized Representative" to be identified in the contract.

Reimbursements and Payment Terms

Payment to be made within 30 days of the completed project.

Section VI. RFP Responses

Submission

Sealed proposals must be received at the following address not later than April 30th @ 4:00 p.m.

Institution:	City of Biddeford
Name:	Kenneth Thorpe
Title:	Deputy Fire Chief
Mailing Address:	
Street Address:	152 Alfred Street
City, State Zip	Biddeford, Maine 04005

The responder shall submit 2 copies of its RFP response. Proposals are to be sealed in mailing envelopes or packages with the responder's name and address clearly written on the outside. One copy of the proposal must be unbound and signed in ink by an authorized representative of the vendor.
Proposals received after this date and time will be returned to the responder unopened.

Fax and e-mail responses will not be considered.

Proposals made in pencil will be rejected. Alterations in cost figures used to determine the lowest priced proposal will be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to price quoted. The use of "white out" is considered an alteration.

The remainder of this page was intentionally left bank

CITY OF BIDDEFORD
AFFIDAVIT OF NON-COLLUSION

I swear (or affirm) under the penalty of perjury

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation)

2. That the attached proposal submitted in response to the SCBA Fill Station Request for Proposed Solution has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposed Solution, designed to limit fair and open competition;

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Bergeron Protective Clothing LLC

Authorized Signature: [signature]

Date: ~~4.16.24~~ 4.17.24

Subscribed and sworn to me this 17 day of April 2024

Notary Public: Stacy Colonna State of New Hampshire County: Merrimack

My commission expires: May 17, 2028

STACY COLONNA
Notary Public - New Hampshire
My Commission Expires May 17, 2028

BID – CONTRACT

PROJECT IDENTIFICATION: Biddeford Fire Department

Class 2 Containment SCBA Fill Station

THIS BID SUBMITTED TO: City of Biddeford, Maine

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents, to complete all work as specified or indicated in the Contract Documents for the Contract Price, and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain open for a minimum of four months after the Bid opening. BIDDER will sign the Agreement and submit the contract security and other documents required by the contract Documents within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

   (a) BIDDER has examined copies of all the Contract Documents and the Following addenda:

   Date Number

   (Receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions for Bidders;

   (b) BIDDER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations) and the conditions affecting cost, progress, or performance of the work and has made such independent investigation as BIDDER deems necessary;

   (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other BIDDER or over OWNER.

4. BIDDER agrees that the work will be completed by TBD.

Respectfully submitted,

By: Richard G. Hillsgrove

Name and Title Richard G. Hillsgrove Co-Owner

For: Bergeron Protective Clothing LLC

(Seal if by a Corporation)

Address: 1024 Suncook Valley Hwy D5, Epsom NH 03234

COMMERCIAL GRADE SPECIFICATIONS

OUTLINE OF WORK

1. Install a Class 2 containment SCBA fill station
2. Install (4) Four DOT – E Cascade 5500-6000 psi Storage Cylinders connecting to the fill station (Wall Bracket may be needed)
3. Extend Auxiliary fill line from old fill station to the new fill station
4. Provide "In-Service" training to purchaser to assure safe operation of the new Fill Station
5. Removal & disposal of old storage air not being used.

BIDDER will complete the work for the following prices:

PRICE QUOTE: oz.

Item No.	Units	Per Unit	In Words	Figures
1.	1.0	lump sum	*	$24,467.83
TOTAL AMOUNT				$24,467.83

Richard G Hillsgrove 4-16-24

Signed **Date**

* Twenty-Four Thousand, Four Hundred & Sixty-Seven & 83/100

END OF SECTION BID