

**INVITATION TO BID**

**CITY OF TROTWOOD, OHIO  
3035 N. Olive Road  
Trotwood, Ohio 45426  
Administrative – (937) 837- 7771  
Fax – (937) 837- 0220**

**Commodity: SELF-CONTAINED BREATHING APPARATUS AND  
ASSOCIATED ACCESSORIES**

**Bid Description: “Self-Contained Breathing Apparatus Set”**

**Bid Opening Date: 9/19/2018 Time: 4:00 P.M. EST**

**DO NOT SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID**

**NAME AND ADDRESS INFORMATION MUST APPEAR BELOW**

**Submitted by:**

**Company Name:** \_\_\_\_\_

**Federal Tax ID No:** \_\_\_\_\_

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

**P.O. Box:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

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

**Fax Number:** \_\_\_\_\_

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

**Is your Company able to accept a Credit Card: Yes\_\_\_\_\_ No\_\_\_\_\_**

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## LEGAL NOTICE

### ADVERTISEMENT FOR BIDS

The City of Trotwood, Montgomery County, Ohio is requesting sealed bid proposals for the purchase of twenty-seven (27) self-contained breathing apparatus (SCBA) and associated accessories that meet NFPA 1981 (2013 ed.) until 4:00 P.M. EST on September 19, 2018, at the Trotwood Fire & Rescue Headquarters, 4 Strader Drive, Trotwood, Ohio 45426. The sealed bid proposals will be read at that hour and place.

Copies of the Invitation to Bid, specifications, proposal and contract forms are available at the Trotwood Fire & Rescue Headquarters, 4 Strader Drive, Trotwood, Ohio 45426 or can be found on the City of Trotwood Website ([www.trotwood.org](http://www.trotwood.org)) under the "Business" tab.

The proposals must be made on the forms provided in the Invitation to Bid, or a copy thereof.

The City of Trotwood reserves the right to accept or reject any or all proposals; to waive any informalities or irregularities in the bids received and to award the contract to the lowest and best bidder whose proposal is deemed most favorable to the City of Trotwood.

/s/ \_\_\_\_\_  
Quincy E. Pope, Sr.  
City Manager

Dayton Daily News

Advertised: September 5, 2018 & September 12, 2018

CITY OF TROTWOOD, OHIO

**INSTRUCTIONS FOR SUBMITTING BIDS**

1. The original bid response must be submitted in a sealed envelope (envelope means any type of sealed, opaque container) with the bid description clearly marked on the outside of the envelope. If bidder is using an "Express Mail" or similar type of service, the bid response must be contained in a sealed envelope within the "Express" mailer (the bid description must be listed on the exterior of the sealed envelope contained within the "Express" mailer). **Failure to submit the bid in a sealed envelope without the bid description clearly marked on the exterior shall result in immediate disqualification and no further consideration given for the award.**

2. The original bid response (unless otherwise stated, hereinafter referred to as "bid") must be submitted to the City of Trotwood, Attn: Fire Chief prior to the scheduled date and time of opening as listed on the Invitation to Bid (hereinafter referred to as the "ITB"). All bids will be time/date stamped upon receipt by the City of Trotwood, which shall be the official time/date of receipt. Postmarks, or other times/dates appearing will not be considered as the official time/date of receipt. Bids must be submitted or delivered to the City of Trotwood, Attn: Fire Chief, Trotwood Fire & Rescue Headquarters, 4 Strader Drive, Trotwood, Ohio 45426. Delivery to any other location, does not constitute a bid being received by the City of Trotwood. Bids submitted with insufficient postage will not be accepted. Bids will be received during regular business hours, Monday through Friday, excluding recognized holidays. Telegraphic, facsimiles, or any other mode of transmission other than stated above shall not be considered as a valid submission to the City of Trotwood. Bidders using "express mail" or similar types of service, should verify with the service as to which address is required to ensure proper delivery of the response to the City of Trotwood. The City will not be held liable for non-delivery and/or late delivery of any bid response due to a bidder listing an incorrect address.

3. The original bid response must be properly completed, signed by the bidder and accompanied by one copy of necessary supportive documentation, including the executed non-collusion affidavit. The original bid response must contain an authorized original signature of the bidder on the signature page.

4. Any bid received after the scheduled date and time of opening, will be marked as late, remain sealed, and will receive no further consideration for award. Late bids will be returned to the vendor. Bidders should allow sufficient time for mailing their bids to ensure delivery to the City of Trotwood prior to the opening time and date. The City will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.

5. In order to protect the integrity of the bidding process, bids shall not be prepared, completed or altered on the premises of the City of Trotwood. Any bid

which is prepared, completed or altered on the premises of the City of Trotwood shall be immediately disqualified and receive no further consideration for award.

6. A copy of the ITB may be obtained by visiting the City of Trotwood Fire Headquarters (4 Strader Drive, Trotwood, Ohio 45426) during regular business hours or on the City of Trotwood's website ([www.trotwood.org](http://www.trotwood.org)) under the "Business" tab.

7. Bids shall be publicly opened, at the City of Trotwood, starting at the scheduled date and time of opening. All bids will be opened and read. Bids, unless otherwise provided herein, are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the City of Trotwood. To expedite and properly respond to such public records requests, a written request must be submitted.

8. Any pre-bid questions or inquiries must be submitted in writing to the Office of the Fire Chief and received no later than three (3) business days before the scheduled opening date. The Office of the Fire Chief will not respond to any pre-bid questions or inquiries received later than three (3) business days before the scheduled opening date. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. Pre-bid questions can be faxed to the City at the number listed on the front page. All pre-bid inquiries must contain the following information:

- Name of Sender
- Company Name
- Phone Number
- Opening Date
- Bid Description
- A Detailed Description of the Question
- Any other Pertinent Information.

Bidders are not to contact any other office for responses to pre-bid questions.

### **GENERAL DEFINITIONS**

When used in this Invitation to Bid or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the bid specifications, the bid specifications shall prevail.

1. AGENCY: City of Trotwood, Ohio.
2. AUTHORIZED DISTRIBUTOR: The bidder/vendor who maintains written legal agreements with manufacturers/producers to act as their agent and provide supplies, materials, equipment or services listed in the bid/contract. The

authorized distributor must maintain active and sufficient facilities necessary to perform the awarded contract, own title to the goods inventoried within these facilities and maintain a true stock of these goods on a continuing basis and in sufficient quantity to provide uninterrupted service to ordering agencies.

3. **BIDDER:** The company and/or authorized representative of the company who has signed and is submitting the signed bid response and who will be responsible to ensure proper performance of the contract awarded pursuant to the bid.

4. **EQUIPMENT:** Items, implements and machinery with a predetermined and considerable usage life.

5. **INVITATION TO BID/CONTRACT:** All documents, whether attached or incorporated by reference, utilized for soliciting bids. Upon completion of the evaluation of the bidder's response, the Invitation to Bid then becomes the contract between the City of Trotwood and the successful bidder and is governed by the laws of the State of Ohio.

6. **INVOICE:** An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.

7. **LOWEST AND BEST BIDDER:** A bidder who offers the lowest and best bid for the goods or services listed in the bid; and whose proposal responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give him a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.

8. **MATERIALS:** Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.

9. **PURCHASE:** To buy, purchase, installment purchase, rent, lease, lease purchase or otherwise acquire equipment, materials, supplies or services. "Purchase" also includes all functions that pertain to obtaining equipment, materials, supplies or services, including a description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

10. **SERVICES:** The furnishing of labor, time or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not

include services furnished pursuant to employment agreements or collective bargaining agreements.

11. SPECIFICATION: Any description of the physical or functional characteristics or of the nature of supplies, equipment, service, or insurance. It may include a description of any requirements for inspecting, testing, or preparing supplies, equipment, services, or insurance.

12. SUPPLIES: Provisions and items normally considered expendable or consumable.

13. UNBALANCED: Any unit price contained in the bid schedule which is obviously unbalanced either above or below reasonable cost analysis and or unreasonably disproportionate to current market prices as determined by the City of Trotwood, or if such unbalanced prices are contrary to the interest of the City.

14. VENDOR: The bidder who, upon awarding of a contract, becomes the prime vendor who is considered to be the primary source for providing the goods or services listed in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.

### **STANDARD TERMS AND CONDITIONS**

1. HEADINGS: The headings used in this Invitation to Bid are for convenience only and shall not affect the interpretation of any of the terms and conditions thereof. When terms and conditions set forth elsewhere in the ITB conflict with these terms and conditions, the ITB standard terms and conditions shall prevail.

2. GOVERNING LAW /SEVERABILITY: The ITB, award and the agreement entered into with the successful bidder (hereinafter referred to as "the Contract") are governed by the laws of the State of Ohio. If any provision of the Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract shall remain in full force and effect.

3. INFORMATION REQUESTED: Bidders shall furnish all information as requested in the ITB. Additional information, necessary for evaluation of the bid, may be attached to the bid and shall be properly identified as being part of the bid. The City of Trotwood reserves the right to request literature, or other documentation for clarifications, although such may not have been set forth in the ITB. Failure to provide required information may render the bid invalid.

4. SAMPLES REQUESTED: When requested, samples shall be furnished at bidders' expense, and unless otherwise specified, prior to opening of the bid. Samples shall be clearly identified by bidder's name, the bid number,

corresponding item in the bid and bid opening date. The City of Trotwood acknowledges that it may receive bids from multiple distributors bidding the same manufacturer's products. In such situations, samples may be submitted by manufacturers on behalf of multiple distributors, provided that such samples shall be accompanied by written documentation, on manufacturer's letterhead, signed by authorized representative of manufacturer, listing the named distributors for whom the samples are provided. Any bidder not appearing on this listing and who has failed to furnish requested samples shall be considered non-responsive. Unless otherwise stated, any sample submitted with the bid shall not be deemed to vary from any of the provisions, specifications, or terms and conditions of the bid. When requested in writing, samples not destroyed in testing, shall be returned at the bidder's expense. Samples not so requested shall become the property of the City of Trotwood. Unsolicited samples which are submitted, shall be at the bidder's risk and, shall not be examined or tested, and shall not be considered in the evaluation process. The City of Trotwood reserves the right to request samples although such may not have been set forth in the ITB.

5. USE OF BRAND NAMES IN ITB: Brand name, trade name, manufacturer's name, or catalog number ("brand names") listed in the ITB are used only for the purpose of description and to establish a base level of quality. Any item offered, which contains components of equal or better quality, will receive consideration for potential award. Equivalency is determined by whether the item bid is both functionally and qualitatively equal or identical to the specification to which the equivalency standard applies. Bidders are required to list any and all deviations from the bid specifications. The City of Trotwood reserves the right to reject any items listing deviations which it considers to be of less quality and which may result in providing the bidder with an unfair advantage over other bidders. When applicable, bidders shall be required to state brand names etc. of products being offered in their bids. If brand names are not indicated in the bidder's response, the City of Trotwood shall consider the response to be offering the brand name listed in the ITB. Changes or alterations to brand names will not be permitted after the opening of the bid unless prior written approval is given by the City of Trotwood or designee. When applicable, failure of any successful bidder (hereinafter referred to as the "vendor") to provide the brand name product, as set forth in the Contract, will be deemed a breach which may result in the immediate cancellation of the Contract and assessment of any costs the City of Trotwood may incur when replacing these items.

6. UNIT PRICE GOVERNS: The unit price governs the award unless otherwise specified in the ITB. The unit price must be entered for each item being bid. Use of ditto marks, arrows, or other markings in lieu of the actual unit price shall be deemed non-responsive. Lot prices listed in the unit price area shall be considered as the unit price unless clearly identified as the lot price. Any request to change or alter the price after opening of the bid shall not be allowed. Bidders should review bid pricing carefully, as once a contract is awarded, the vendor



shall be required to deliver the goods or services at the prices quoted. Bidders shall not insert a unit cost of more than three (3) digits to the right of the decimal point. Digit(s) beyond three (3) will be dropped and not used in the evaluation of the bid or payment thereof.

7. BIDS FIRM: Once opened, all bids are firm and cannot be altered. Once a contract is awarded, the vendor shall deliver at the prices and terms quoted. The City of Trotwood shall receive the benefit of any decrease in price during the guaranteed price period. Unless otherwise stated, all bids shall remain valid for a period of sixty (60) calendar days after the bid opening date.

8. MODIFICATION OF BIDS: A bidder may request to modify their bid response prior to the scheduled date and time set for bid opening. If changes or alterations are made to the bid response, the original information must be lined or opaqued out with the new information inserted. All changes, corrections, or alterations must be legible and initialed by the bidder. Illegible modifications shall result in disqualification of the items. Failure of the bidder to initial any such modifications may result in disqualification of the items which have been modified. The City of Trotwood reserves the right to request written certification from the bidder verifying that such changes were made by the bidder and are applicable to the ITB and any resulting Contract. All documents relating to the modification shall be made a part of the bid file.

9. WITHDRAWAL OF BIDS: **Prior to the scheduled time and date for opening:** A bidder may, by written notice to the City of Trotwood, request to withdraw their bid response. Such written notice must set forth reasons for the withdrawal. **After bid opening,** a bidder may request to withdraw their bid response from consideration if the price bid is substantially lower than the other bids, providing the bid was submitted in good faith, and the reason for the bid price being substantially lower was due to an unintentional and substantial arithmetical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid. Written notice of any such request to withdraw must be received within two days after the bid opening date. All requests to withdraw a bid must be placed in writing to the City of Trotwood and no bid may be withdrawn without written approval from the City of Trotwood. The decision to allow a bid to be withdrawn is at the sole discretion of the City of Trotwood. If the bid is to be awarded by category, the withdrawal request will apply to all items within the category. All documents relating to any withdrawal request will become a part of the permanent bid file.

10. TAXATION: The City of Trotwood is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. The City of Trotwood does not agree to pay any taxes on commodities, goods, or services acquired from any vendor.

11. REJECTION OF ANY/ALL BIDS: The City of Trotwood reserves the right to accept, or reject, any or all bids, in whole or in part, and may determine that any irregularities or deviations from the specifications do not result in the bid being non-responsive, provided however, that the City of Trotwood determines that this does not affect the amount of the bid or result in a competitive advantage to the bidder.

12. AWARD: The Contract shall be awarded to the lowest and best bidder who meets or exceeds the requirements specified in the ITB. Unless otherwise stated, the Contract may be awarded, at the sole discretion of the City of Trotwood, as a whole or in part. Bidders may offer cash discounts for prompt payment of invoices. However, such discounts will not be used in determining the final net prices offered. The City of Trotwood may take advantage of such discounts, if offered. The City of Trotwood shall award the Contract within a reasonable period of time after the bid opening. The City of Trotwood reserves the right to extend all term contracts 30 days beyond the contract expiration date.

12A. DISQUALIFICATION OF BIDDERS: Any of the following, non-exclusive reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal:

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B. Evidence of collusion among bidders.

C. Bid prices which are in the City of Trotwood's opinion unbalanced.

13. CREATION OF THE CONTRACT: A Contract is created between the vendor and the City of Trotwood when the Fire Chief accepts the competitive bid and acknowledges the acceptance in writing. The Contract shall become operational only when a purchase order has been issued to the awarded vendor. The Contract shall contain all the terms and conditions of this ITB, as well as the accepted responses in the bid proposal, except that no responses may change or alter the terms and conditions of this ITB.

14. NON-ASSIGNMENT OF INTEREST: The vendor shall not assign any interest, duty or right under the Contract, in whole or in part, without prior written approval from the City of Trotwood.

15. PURCHASE ORDER: The City of Trotwood is not obligated to purchase any goods or services provided by the vendor as a result of the award of the Contract to the vendor. The City may require that an official Trotwood purchase order must contain approval signatures of the City Manager and Finance Director and Director of a Department or Division Head. The approved purchase order shall authorize the vendor to provide goods or services listed on the order and

will obligate the City of Trotwood to pay for such goods or services upon completion of delivery or performance of service by the vendor. Any order that is not placed on an approved Trotwood purchase order shall not be considered a valid order and may result in denial of payment and/or return of goods at the vendor's expense.

16. DELIVERY /FREIGHT CHARGES: Unless otherwise stated, the City of Trotwood shall not be responsible for freight or delivery charges. Prices are to be based upon the products or services being offered F.O.B. destination, freight prepaid by the vendor to the locations set forth in the ITB or as listed on the purchase order issued pursuant to any Contract awarded. Any shipment marked C.O.D. shall be rejected and returned at the vendor's expense.

17. DELIVERY/INSPECTION AND ACCEPTANCE: Upon delivery of the product/service, the City of Trotwood retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded Contract. In the event that the product/service does not meet the specifications, the City of Trotwood shall notify the vendor for removal/replacement of the product or service. The City of Trotwood shall retain all rights and remedies as described herein. Wherein products ordered by the City of Trotwood are delivered to a facility, which is not owned by the City of Trotwood and where the City has contracted with this facility to take delivery of products ordered by the City of Trotwood, acceptance will occur when the products have been inspected and accepted by the City of Trotwood within a reasonable amount of time after delivery to the facility. The City of Trotwood shall not be responsible for any storage costs incurred prior to the inspection and acceptance.

18. DELIVERY/TITLE TO THE MERCHANDISE: Title to the products passes to the City of Trotwood upon inspection and acceptance of the products. The City of Trotwood shall approve and process payment for the products upon the passing of title.

19. LATE DELIVERY CHARGE: The vendor shall be responsible for any and all damages for noncompliance with the delivery schedules set forth in the ITB or any awarded Contract. The vendor shall be required to make delivery of the product or service in accordance with the terms of the Contract and/or as stated on the Purchase Order. Unless prior approval to extend the delivery date has been granted to the vendor by the city, any failure to meet the scheduled delivery date may result in the vendor being assessed a late delivery charge of 1 % of the value of the Purchase Order or \$50, whichever is less, for each calendar day beyond the scheduled delivery date. (Delivery to the City of Trotwood must be made Monday through Friday, except holidays). If such delay is caused by the City of Trotwood, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date shall be at the sole

discretion of the City of Trotwood. Continued failure to meet scheduled delivery dates may result in the vendor being found to be in default.

20. INVOICING:

A. Invoice Submission: The vendor shall submit a proper invoice for goods provided or services performed under the same company name and Federal Tax Identification number used at the time the ITB was submitted and subsequently accepted. A proper invoice shall be submitted directly to the City of Trotwood's Finance Department billing office as indicated on the purchase order within thirty (30) calendar days after receipt of goods or services, or risk being in breach of contract. A proper invoice means receipt of both (a) an invoice as defined under the general definitions section of the ITB and (b) the purchased equipment, materials, goods, supplies, or services, both of which shall be free of defects, errors, discrepancies, and other improprieties. The City of Trotwood is in receipt of a proper invoice as soon as it has such invoice and such purchased goods or services.

A proper invoice shall include but may not be limited to:

- 1) Vendor's name and address as designated in the Contract.
- 2) Vendor's Federal E.I.N. number
- 3) Invoice remittance address as designated in the Contract
- 4) The Purchase Order number authorizing the purchase of goods or services, where applicable
- 5) Description, including time period, unit price, quantity, and total price of goods or services delivered or rendered as specified in the Purchase Order
- 6) Assessments for load limit violations, non compliance with specifications, late delivery, and other necessary deductions that have been properly applied, etc.

B. Defective Invoices: In the event the City of Trotwood is in receipt of defective or improper invoices, the City shall postpone payment. Invoices shall be returned to the vendor noting areas for correction. If such notification of defect is sent, the required payment date shall be thirty (30) calendar days after receipt of the corrected invoice.

C. Payment of Invoices: The City of Trotwood shall make prompt payment for any goods or services acquired from the vendor. Upon receipt of a proper invoice, payment, subject to the foregoing provision and, unless otherwise stated, shall be made within thirty (30) calendar days. The City of Trotwood will make payment to the same company name and Federal Tax Identification number awarded the Contract. No payments shall be made to parent or

subsidiary companies. Any changes regarding payment after formation of the Contract will not be permitted without the City's Approval.

21. BREACH OF CONTRACT:

A. When the vendor fails to perform its contract obligations or refuses to correct problems identified by department personnel or fails to perform with diligence and adequate force as required to complete the Contract in a timely manner the vendor will be declared to be in breach of contract.

B. The vendor shall be given a written notice of its breach of contract by the City of Trotwood. This notice will clearly state the performance problems that need to be cured. The notice will be sent certified or express mail.

C. The vendor shall commence its cure within ten (10) calendar days or within a time frame agreed upon by the parties or risk being in default. If the performance problems have not been cured or good faith efforts have not been made within either the ten (10) calendar day period or another agreed upon time frame, the City of Trotwood may declare the vendor in default.

D. The City of Trotwood may recover from a vendor who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code incurred by the City of Trotwood in promptly obtaining the conforming articles.

22. TERMINATION FOR CAUSE - DEFAULT

A. When the vendor is declared to be in default, a written Notice of Default will be faxed and sent certified or express mail to the vendor and the Contract will be terminated.

B. Once the vendor has defaulted and the Contract terminated, the vendor shall cease all work and/or deliveries. Further, all pay estimates or invoices shall cease until the City of Trotwood conducts a final accounting.

C. If the City incurs further expenses in purchasing materials or supplies on the open market, the excess costs shall be paid by the terminated vendor.

23. FORCE MAJEURE: Except as otherwise provided herein, neither the vendor nor the City of Trotwood shall be liable to the other for any delay or failure of performance of any provisions contained herein, nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by force majeure. The term force majeure, as used herein,

shall mean without limitation: acts of God, such as epidemics; lightning; earthquakes; fire; storms; hurricanes; tornadoes; floods; washouts; droughts, or other severe weather disturbances; explosions; arrests; restraint of government and people; and other such events or any other cause which could not be reasonably foreseen in the exercise of ordinary care, and which is beyond the reasonable control of the party affected and said party is unable to prevent it from occurring.

24. **NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS:** The vendor, as a term of the Contract, shall comply with Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, any and all applicable Federal Executive Orders, any and all applicable Ohio Governor Executive Orders, and any and all other statutes, rules and regulations pertaining to non-discrimination. The vendor further agrees that he/she is in compliance with the non-discrimination, affirmative action requirements of Ohio Revised Code Section 125.111.

25. **NON-APPROPRIATION OF FUNDS:** It is understood that the City of Trotwood's funds are contingent upon the availability of lawful appropriations by the Trotwood City Council. Subject to the applicable provisions of the Ohio Revised Code, the City of Trotwood represents: that it has adequate funds to meet its obligations under any Contract awarded as a result of this ITB during the current fiscal year; that it intends to maintain any Contract awarded as a result of this ITB for the full period set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period. However, if the Trotwood City Council fails at any time during such Contract period to continue funding for any Contract awarded as a result of this ITB, the City of Trotwood's obligations under such Contract are terminated as of the date that the funding expires without further obligation of the City.

26. **CANCELLATION:** Any Contract awarded as a result of this proposal may be canceled by the City of Trotwood after the expiration of sixty (60) days from the effective date of the Contract by giving thirty (30) days prior written notice of intent to cancel to the other party. However, in the event that services/materials supplied by the vendor do not comply with the terms/specifications in the ITB, the City of Trotwood reserves the right to cancel this Contract immediately.

26A. **CANCELLATION FOR FINANCIAL INSTABILITY:** The City of Trotwood may cancel this Contract immediately by written notice to the vendor if a petition in bankruptcy or similar proceeding has been filed by or against the vendor.

26B. **CANCELLATION:** Any Contract awarded in error may be rescinded at the City of Trotwood's discretion.

27. **INDEMNIFICATION:** The vendor shall defend, indemnify and hold harmless the City of Trotwood for any and all claims, damages, lawsuits, costs,

judgments, expenses or any other liabilities which arise as a result of the services performed by the vendor or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Contract.

28. **CONFIDENTIALITY:** The vendor acknowledges that some of the information, documents, data, records, or other material provided by the City of Trotwood during the performance of the Contract may be of a confidential nature. The vendor agrees that it will not disclose any information obtained by it as a result of the Contract, without written permission from the City of Trotwood. Further, vendor agrees to make all reasonable efforts to ensure that no such confidential information is disseminated by its employees. The restrictions herein shall survive termination of the Contract. The vendor shall assume that all aspects of information, documents, data, records or other material are confidential unless otherwise indicated.

29. **CONFIDENTIAL DATA:** The City of Trotwood reserves the right to request additional confidential information, including but not limited to, financial information, to be used for evaluation purposes even though such information may not have been required by the ITB. In the event such information is requested, the City of Trotwood agrees to retain such information as confidential to the extent permitted by law.

30. **DRUG-FREE WORKPLACE:** By virtue of the signature on the last page of the ITB, the bidder certifies, to the best of his/her ability, that its employees will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs, in any way, while working on City of Trotwood property. Failure to comply may result in immediate termination of any Contract awarded.

31. **WORKERS' COMPENSATION:** Vendor shall be in compliance with all State and Federal laws pertaining to the type of service requested, such as Workers' Compensation.

32. **TIE BID PROCESS:**

1. If two or more bids offer the same unit price, the City of Trotwood will break the tie as follows: during the bid evaluation process, the bidders that submitted tie bids will be contacted and given a deadline to submit a written revised unit price for the affected item or items.

2. If a tie still exists, the City of Trotwood may repeat this process or look to past or current performance in order to secure the item or items. The City of Trotwood will not allow a tie bid situation to otherwise unnecessarily delay a potential award.

33. **DEVIATIONS:** Statements or modifications that deviate from the ITB's terms, conditions, specifications and requirements (such as altering delivery,

changing F.O.B., price list subject to change, etc.) may render a prospective vendor's bid non-responsive if the City of Trotwood determines that the deviation or modification affects the amount of the bid or results in a competitive advantage for the bidder.

34. **FINDING FOR RECOVERY:** The vendor affirmatively represents to the City of Trotwood that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken the appropriate remedial steps required under §9.24 or otherwise qualifies under that section. The vendor agrees that if this representation is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by the City of Trotwood hereunder shall be immediately repaid to the City, or an action for recovery may be immediately commenced by the City of Trotwood for recovery of said funds.

## **REQUIREMENTS AND SPECIFICATIONS**

### **Section 1: Intent**

The purpose of the ITB is to establish pricing for twenty-seven (27) self-contained breathing apparatus (SCBA) that meet NFPA 1981 (2013 ed.) and thirty-four (34) additional self-contained breathing apparatus facepieces.

### **Section 2: Free on Board (F.O.B.) Destination**

The net unit bid price shall include delivery charges, Free on Board (F.O.B.) to:

The City of Trotwood Fire & Rescue  
4 Strader Drive  
Trotwood, Ohio 45426

### **Section 3: Delivery**

Delivery (and installation if contained in the specifications) shall be made within **100** calendar days upon written or verbal notification of a valid City of Trotwood purchase order.

#### **3.1: Delivery Hours**

All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, unless special permission is granted by the City of Trotwood to temporarily waive or adjust this requirement.



**Section 4: Product Specifications**

SPECIFICATION AND DOCUMENTATION OF COMPLIANCE SHEET  
SELF-CONTAINED BREATHING APPARATUS AND ASSOCIATED  
ACCESSORIES

BIDDER'S NAME:

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MAKE AND MODEL:

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LOCATION OF MANUFACTURER:

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General: These specifications are intended to describe the minimum performance and technical criteria of SELF-CONTAINED BREATHING APPARATUS AND ASSOCIATED ACCESSORIES to be used for rescue activities and related duties by Trotwood Fire & Rescue personnel.

Note: Any reference to manufacturer name brands are to specify the minimum features and level of quality. Unless otherwise stated, equals are acceptable provided they are approved by the City of Trotwood before award of this bid.

City of Trotwood Fire & Rescue Department  
**SELF-CONTAINED BREATHING APPARATUS AND ASSOCIATED  
ACCESSORIES**  
- Bid Specifications -

**A. Scope**

The Trotwood Fire & Rescue Department has been awarded a Homeland Security grant for the purchase of twenty-seven (27) self-contained breathing apparatus (SCBA) that meet NFPA 1981 (2013 ed.) and thirty-four (34) additional self-contained breathing apparatus facepieces.

The specifications are generic in nature and are not all inclusive. The specifications are the minimum standard that must be set in order to be considered for the Contract award.

## **SELF-CONTAINED BREATHING APPARATUS (SCBA) AND ASSOCIATED ACCESSORIES**

1. SCBA - must comply with the NFPA 1981 Standard, 2013 Edition
2. Integrated PASS device - must comply with the NFPA 1982 Standard, 2013 Edition
3. Must be most current design
4. Mask Mounted Regulator
5. Quick Disconnect Regulator (IF APPLICABLE)
6. Voice Amplification capability
7. 4500 psi, 45-minute CGA carbon fiber cylinders (Must be less than 90 days old at time of delivery)
8. Integrated Air-Management and Electronic Accountability System
9. Facepiece compatible with mask mounted regulator
10. Quick Connect Adaptor for tools and bags

**WARRANTY:** The equipment supplied shall be guaranteed to be new, of current design, and free of all defects in material and workmanship for a period of at least one year, based on prescribed service and maintenance.

## **ADDITIONAL REQUIREMENTS**

***The successful bidder shall work with the Fire Department to insure the equipment purchased, all supporting paperwork, and all documentation meets the requirements of the Assistance to Firefighter's Grant program. The proposal MUST include a statement, signed by the bidder, stating their agreement with this requirement.***

All SCBA components will be NIOSH approved to the current standard at the time of the bid opening. No exceptions.

The bidder shall be an authorized sales and service center for the product bid. Written documentation must be provided from the manufacturer as proof.

The successful bidder shall prepare the equipment for operation including but not limited to the installation of batteries, attachment of brackets, and filling of cylinders.

The successful bidder shall provide initial fit testing for seventy-four (74) members of the fire department. The fit testing shall be done with an OHD machine and comply with quantitative fit testing protocol. A computer generated report must be provided to the department.

The successful bidder shall provide basic operations/orientation training classes to all members of the department. A description of how this training will be performed shall be included in the proposal.

The successful bidder shall provide a field level and technician level maintenance training class to five (5) members of the department. An explanation of how this will be done shall be included in the proposal.

The bid shall include a description of the batteries used by the SCBA. The description shall include the size of battery, recommended battery manufacturer, estimated battery life before the battery needs to be changed, and how the battery is used in the SCBA.

Each facepiece shall include a AAA battery-operated voice amplifier, and communications bracket. It shall have the capability to be permanently mounted using a set screw or removed without using tooling after each shift. (IF APPLICABLE)

The facepiece shall be able to convert to an Air Purifying Respirator with an adaptor that can be outfitted with a filter system. The filters should be able to filter acid gasses, organic vapors and particulates.

Before delivering the SCBA to the department, a function test shall be performed on the SCBA. This shall be a complete function test; not just a flow test. This is to insure the SCBA are in complete operating order when delivered. Upon delivery, a copy of the computer generated report shall be provided with each unit to verify the units are in optimum functioning condition. A sample copy of the report shall be included with each proposal.

The bid shall include certification documents that the units bid meet current NIOSH and NFPA standards.

The bid shall contain a complete description of how warranty and/or service work will be accomplished. Photographs showing the bidder's in-house SCBA repair capabilities and dedicated SCBA repair vehicle shall be included with the proposal. Copies of service technician's certificates shall be included with proposal.

Failure to include any of this requested information is grounds to have bid disqualified.

6. Delivery/Freight Charges to be provided by vendor (see "Standard Terms and Conditions" #16)

## **B. Acceptable Manufactures**

The City of Trotwood reserves the right to refuse any or all proposals presented.

**PRICING**

Please quote and insert below, your lowest net price for the commodities (or services) herein described.

Vendor Name: \_\_\_\_\_

<b>Item</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Description</b>
-1-	-27-	Ea.	Self-Contained Breathing Apparatus of most recent design complete with facepiece, harness assembly, 4500 psi/45-minute CGA carbon fiber cylinder, and integrated PASS device.
			Item #1 Pricing \$ _____
-2-	-27-	Ea.	Additional 4500 psi/45-minute CGA carbon fiber cylinder.
			Item #2 Pricing \$ _____
-3-	-34-	Ea.	Additional facepieces (total of 61). All facepieces should have brackets for voice amplification units (IF APPLICABLE).
			Item #3 Pricing \$ _____
-4-	-61-	Ea.	Voice amplification units
			Item #4 Pricing \$ _____
-5-			As required; modifications to SCBA brackets in trucks and ambulances to accommodate the proposed SCBA.

**OPTION PRICING**

Please provide optional pricing for additional facepieces.

\$ \_\_\_\_\_

Please provide optional pricing for 1 additional 60-minute cylinder.  
\$ \_\_\_\_\_

Please provide optional pricing for 2RIT BAGS w/ mask/trans fill fitting  
\$ \_\_\_\_\_

Please provide optional pricing for 27 escape or self-rescue waist belt upgrades that comply with NFPA 1983, 2012 edition  
\$ \_\_\_\_\_

Please provide optional pricing for 21 additional quick connect regulators (IF AVAILABLE BY MANUFACTURE).  
\$ \_\_\_\_\_

Please provide optional pricing for all SCBA and cylinders to enable quick change connections. The Quick Connect cylinder shall attach to the harness by way of a quick connect mechanism. This mechanism shall be part of the cylinder valve and not an adaptor to the CGA fitting on the cylinder valve to convert the cylinder to a quick connect mechanism.  
\$ \_\_\_\_\_

Please provide optional pricing for a quick-connect adaptor shall be able to convert a cylinder with the quick connect valve to be able to be used by regulators for bags and tools.  
\$ \_\_\_\_\_

Please provide optional pricing for lithium ion rechargeable battery option for controlling electronics in SCBA (IF AVAILABLE BY MANUFACTURE)  
\$ \_\_\_\_\_

Please provide optional pricing for adding thermal imaging capability through thermal imaging camera integration in shoulder gauge for four (4) of the twenty-seven (27) SCBA's  
(IF AVAILABLE BY MANUFACTURE)  
\$ \_\_\_\_\_

Sealed replies to this invitation must be received at the following address on or before the specified bid opening date and time:

City of Trotwood Fire & Rescue  
4 Strader Drive  
Trotwood, Ohio 45426

Failure to sign as indicated shall render your bid non-responsive and ineligible for award.

Your signature indicates that you have read, understand and hereby agree to be bound by all City of Trotwood terms, conditions, specifications and requirements contained in this invitation.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized signature by Officer/Agent of the Company

\_\_\_\_\_  
Type or print name shown above

\_\_\_\_\_  
Title of Officer/Agent Signing

\_\_\_\_\_  
Name of Company

**NON-COLLUSION AFFIDAVIT**

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_ ss. \_\_\_\_\_

\_\_\_\_\_, being first and duly sworn, deposes and says that he/she is \_\_\_\_\_ (sole owner, partner, president, secretary) of

\_\_\_\_\_, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Signature)

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**FORM OF CONTRACT**

THIS AGREEMENT, entered into effective this \_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Trotwood, Ohio hereinafter called the "City", and \_\_\_\_\_ hereinafter called the "Vendor."

WITNESSETH: Vendor has agreed and by this Contract does agree, with the City for the Unit Prices set forth in the Vendor's bid, to furnish all the materials and do all the work of whatever kind necessary to complete, in a good, substantial, and workmanlike manner, ready for use, and in strict accordance with the terms and conditions constituting the Invitation to Bid and subject to said specifications contained therein, to deliver (and install if and as specified) the following items:

**SELF-CONTAINED BREATHING APPARATUS AND ASSOCIATED ACCESSORIES**

In strict accordance with all provisions set forth therein, for the Unit Price sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The City of Trotwood

\_\_\_\_\_  
Richard A. Haacke, Fire Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Law Director



**CERTIFICATE OF FISCAL OFFICER**

As Fiscal Officer for the City of Trotwood, Montgomery County, Ohio, I hereby certify that funds in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) have been lawfully appropriated for the purpose of meeting the obligations of this Contract with \_\_\_\_\_ duly authorized by Resolution No. \_\_\_\_\_ as approved by the City of Trotwood Council, Montgomery County, Ohio.

The amount so appropriated is on deposit or in the process of collection to the credit of the appropriate fund free from any outstanding obligations.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Fiscal Officer

\_\_\_\_\_,  
Chris Peeples, Finance Director  
for the City of Trotwood  
County of Montgomery, State of Ohio.