CITY OF FRISCO BEST VALUE BID NO. 1901-036

# SELF- CONTAINED BREATHING APPARATUS (SCBA)

BIDS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER PRIOR TO: February 14, 2019 @ 2:00PM CST

NO LATE SUBMITTALS WILL BE ACCEPTED.

Questions are to be sent to purchasing@friscotexas.gov prior to:

February 7, 2019 @ 4:00PM CST

Bids must be supplied on CD or flash drive with one hard copy, or submitted electronically via Bonfire, https://friscotexas.bonfirehub.com/portal.

For CD/flash drive and hard copy submittals, deliver or mail to:

CITY OF FRISCO DANIEL FORD PURCHASING MANAGER 6101 FRISCO SQUARE BLVD FRISCO, TX 75034

For additional information concerning this bid please contact:

Daniel Ford, CPPO, CPPB Purchasing Manager <u>dford@friscotexas.gov</u> 972 292 5545 Steve Cone, CPPB Senior Buyer scone@friscotexas.gov 972 292 5542





### BEST VALUE BID NUMBER 1901-036 SELF-CONTAINED BREATHING APPARATUS

# BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE HARD COPY TO FACILITATE EVALUATION UNLESS ELECTRONIC SUBMITTAL IS ALLOWED FOR THIS BID.

Some bids are made available electronically and posted to Bonfire. Not all bids are available for electronic submission through Bonfire, and the delivery requirements posted in this bid are required in those instances. This bid is available for electronic submittal through Bonfire.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

The bid documents are available through Bonfire and vendors may register at <u>https://friscotexas.bonfirehub.com/portal</u>. Note that bids must be received on Bonfire by the due date and time in order to be considered. Any bid that is not received on time will not be considered. Submitting bids via the Bonfire website is not mandatory, hard copy and cd/flash drive submittal in accordance with these bid specifications will also be accepted. Bid submissions and registration are free of charge, for more information on being a vendor visit the vendor portal at the link provided above.

BIDS MUST BE RECEIVED ON FEBRUARY 14, 2019 BY 2:00 PM CENTRAL STANDARD TIME (CST) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 14, 2019 at 2:05 PM CST.

Write the best value bid number, *1901-036,* name of bid, *SCBA*, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

# **GENERAL CONDITIONS OF BIDDING**

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

#### **BIDDING**

- 2. FORM: Bidders must submit original and one (1) hard copy of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copies may result in the bid being declared non-responsive to specification and may not be further evaluated. When the option is available, electronic submission through Bonfire will satisfy these requirements.
- 3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
- 4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
- 6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
- 8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
- 9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn

after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

- 10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope. When the option is available, electronic submission through Bonfire will satisfy this requirement.
- 11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this solicitation.
- 12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
- 13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail or carrier, internet connectivity, website issues, etc.
- 14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

- 15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. <u>BID RESULTS WILL NOT BE GIVEN BY TELEPHONE</u>. You can also download a copy on our website, <u>www.friscotexas.gov</u>. If you have any questions, please contact the City of Frisco, Purchasing Division, at <u>purchasing@friscotexas.gov</u>.
- 16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the notice of intent to award. Unless otherwise provided

by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

- 17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
- 18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

#### PERFORMANCE

- 19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
- 22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.

#### 26. <u>PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from</u> <u>any claim involving patent right infringement or copyrights on goods supplied.</u>

#### PURCHASE ORDERS AND PAYMENT

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
- 31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
- 32. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

#### CONTRACT

- 33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- 34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental

Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

- 35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
- 36. <u>SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and</u> <u>all its officers, Managers and employees and all entities, their officers, Managers</u> <u>and employees who are participating in this contract from all suits, actions or other</u> <u>claims of any character, name and description brought for or on account of any</u> <u>injuries, including death, or damages received or sustained by any person, persons,</u> <u>or property on account of any negligent act or fault of the successful bidder, or of</u> <u>any Manager, officer, director, representative, employee, subcontractor or supplier</u> <u>in the execution of, or performance under, any contract which may result from bid</u> <u>award. Successful bidder shall pay any judgment with cost which may be obtained</u> <u>against the City and participating entities growing out of such injury or damages.</u>
- 37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
- 39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
- 41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

- 42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
- 43. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 44. DISCLOSURE OF CERTAIN RELATIONSHIPS: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- 45. PREVAILING WAGE RATES: Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or

direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

- 46. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
- 47. STORMWATER REQUIREMENTS: Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the current City of Frisco Storm water Ordinance (11-11-52). These BMPs include:

-Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.

-Implementing standard operating procedures (SOPs) for spill prevention and cleanup.

-Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.

-Implementing proper material handling BMPs for transportation and storage. -Implementing proper waste disposal BMPs.

48. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted <u>House Bill 1295</u>, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

#### Filing Process:

Within ten days of being notified of award of a contract by the City of Frisco, the successful vendor (business entity) must use the Texas Ethics Commission's web application, <u>https://www.ethics.state.tx.us/File/</u>, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that <u>will contain a unique certification number</u>. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the

certification of filing must be provided to the City of Frisco Purchasing division (<u>within 10</u> days of being notified of award of a contract).

The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

49. PROPRIETARY DATA - Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Frisco will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Texas Public Information Act.

#### CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
- Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 4. Endorsement applicable to each policy provided.

<u>Insurance Company Qualification</u>: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

<u>Certificate of insurance</u>: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as
	required by state law
	(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
	(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

	(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of \$1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars
	Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.
	(If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars
	Statutory Workers compensation insurance as required by state law

## SAMPLE ON FOLLOWING PAGE

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# **Supplemental Information**

#### Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

\_\_\_\_\_

- 1. Address and phone number of your principal place of business:
- 2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

#### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/womenowned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

# SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship       YES       NO         2. Partnership       YES       NO         3. Corporation       YES       NO	
If company is a sole proprietorship, list the owner's full legal name:	
If company is a partnership, list the partner's full legal name(s):	
If company is a corporation, list the full legal name as listed on the corporate charter:	
Is this firm a minority, or woman-owned business enterprise?	
NOYES If yes, specify () MBE () WBE	
Has this firm been certified as a minority/woman-owned business enterprise by a governmental agency?NOYES	ny
If yes, specify governmental agency:	
Date of certification:	
Authorized Signatory (Officer or representative vested with the powers to commit to organization to a binding agreement):	the
Name: Title:	

# AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF \_\_\_\_\_ §

THE COUNTY OF \_\_\_\_\_ §

I, \_\_\_\_\_, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

 Ownership of ten percent (10%) or more of the voting shares of the business entity. Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
 Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
 Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000). A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
 Other:
 None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared

\_\_\_\_\_, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public in and for the State of \_\_\_\_\_\_ My commission expires: \_\_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1         Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	s day after the date on which
3 Name of local government officer about whom the information is being disclosed.	
Name of Officer	
officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship wit Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary.         A. Is the local government officer or a family member of the officer receiving or li other than investment income, from the vendor?         Yes       No         B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable i local government and investment officer or a family member of the officer AND the taxable i local government and the local government officer or a family member of the officer AND the taxable i local governmental entity?	h additional pages to this Form kely to receive taxable income,
5 Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.0 7	
Signature of vendor doing business with the governmental entity	Date
Form provided by Texas Ethics Commission www.ethics.state.tx.us	Revised 11/30/2015

# Contract Risk Assessment Questionnaire Required Submittals

- 1. Has your business/company/organization filed for bankruptcy within the last five (5) years? Yes □ No□ If so, please enclose details.
- 2. Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? Yes D NoD If yes, please enclose details.
- 3. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City? Yes □ No□ If yes, please enclose details.
- 4. In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization? Yes □ No□ If yes, please enclose details.
- 5. Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable? Yes D NoD If no, please enclose details.
- 6. In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? Yes D NoD If yes, please enclose details.

- 7. In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? Yes □ No□ If yes, please attach a full explanation.
- 8. In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? Yes I NoI If yes, please enclose details.
- 9. In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes
  No
  If yes, please enclose details.
- 10. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? Yes D NoD if "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.
- 11. In accordance with Chapter 2270 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City? Yes **I** No**I**

#### <u>Signature</u>

A. THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION.

B. Dated this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_

Name of organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

#### BIDDER REMINDER LIST: REQUESTED PRICING INCLUDED? ORIGINAL PLUS ONE (1) HARD COPY INCLUDED? ALL BLANKS COMPLETED ON THIS FORM? SUBMITTED THROUGH BONFIRE? COMPLETED COMPANY PROFILE/REFERENCES? COMPLETED SIGNATURE?

#### Schedule of Events

Public Notification/Advertisement

Deadline for Submitting Questions Bids Due January 25, 2019 February 01, 2019 February 7, 2019 February 14, 2019 2:00PM CST

Questions concerning this bid are due in writing via e-mail to <u>purchasing@friscotexas.gov</u> before the deadline for submitting questions stated above.

#### Best Value Bid 1901-036 SELF-CONTAINED BREATHING APPARATUS

The City of Frisco is seeking bids on Self-Contained Breathing Apparatus's and related accessories. Quantities provided on the bid form are annual estimates only and not a guarantee of purchase. The City will purchase items as necessary from this list throughout the year. Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City of Frisco. Pricing must include delivery to City. Pricing submitted must be firm for one year from the date of the bid submittal.

This agreement will be for one (1) year, with up to four (4) mutually agreeable one-year renewal options. This bid may be awarded to multiple vendors by line item, by grouping or as a whole-whatever is deemed in the best interest of the City. As a best value bid, the City will take the following evaluation criteria into account, in order of importance;

- 1) Price (50%)
- 2) Delivery Time (30%)
- 3) References and/or Past Performance with the City (20%)

This City reserves the right to purchase any items on this bid list from other vendors when necessary and may cancel this contract at any time. The City reserves the right to request samples where necessary and reserves the right to request references (see Exhibit A) to determine responsible bidders.

Frisco Fire department currently uses Scott safety NFPA 2018 edition air-pak 75 self-contained breathing apparatus and accessories, all Scott safety replacement parts for these items, Scott safety rit-pak III and accessories, Scott safety SEMS II personal accountability system and accessories and on-site flow testing and hydrostatic testing services. Approved equivalents may be requested by emailing Frisco purchasing at purchasing@friscotexas.gov. Please include item number (from bid #1901-036 bid form) that you are submitting an approved equivalent request for, the make/manufacture and item number you are requesting as an approved equivalent, and full product details for the item you are requesting as an approved equivalent. The request for approved equivalent must be submitted before the question deadline of February 7, 2019 at 4:00 p.m.

#### 1. GENERAL PROVISIONS.

#### 1.1 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARD 1981, 2018 EDITION AND STANDARD 1982, 2018 EDITION.

1.1.1 **NFPA STANDARD 1981.** This edition of NFPA Standard 1981, *Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services*, was prepared by the NFPA Technical Committee on Respiratory Protection Equipment and released by the NFPA Technical Correlating Committee on Fire and Emergency Services Protective Clothing and Equipment. It was issued by the NFPA Standards Council on August 14, 2018, with an effective date of September 03, 2018, and supersedes all previous editions.

The 2018 edition of the NFPA 1981 Standard (the eighth edition) represents a revision of the standard. The published changes to NFPA 1981 are revisions to Second Stage Regulator Retention & Removal, Pneumatic Data-logging, and Universal EBSS Fitting & Minimum Requirements.

1.1.2 **NFPA STANDARD 1982.** This edition of NFPA Standard 1982, *Standard on Personal Alert Safety Systems (PASS)*, was prepared by the NFPA Technical Committee on Electronic Safety Equipment and released by the NFPA Technical Correlating Committee on Fire and Emergency Services Protective Clothing and Equipment. It was issued by the NFPA Standards Council on November 10, 2017, with an effective date of November 30, 2017, and supersedes all previous editions.

The 2018 edition has published changes to the Universal PASS Tone. In December 2016, a Tentative Interim Amendment (TIA) was issued requiring all manufacturers of PASS devices to change the alarm tone as required in the NFPA 1982, 2013 Edition standard for PASS devices manufactured on December 21, 2016. This change was a result of firefighters expressing concerns about the performance and selection of the PASS tone chosen in the first iteration of the NFPA 1982, 2013 Edition standard. The new universal PASS alarm tone is incorporated as part of the NFPA 1982, 2018 Edition standard.

- 1.2 **NFPA COMPLIANT PRODUCT(S)**. All clothing and equipment specified shall be certified to the applicable NFPA Standard referenced in these Specifications, including any updated and revised standards.
- 1.3 **DELIVERY**. Delivery under this Contract shall be Freight-On-Board ("FOB") Destination. Orders issued under this Contract shall be delivered to Frisco Logistics Center, 11200 Research Road Frisco, Texas 75033, within thirty (30) days after receipt of the order(s) unless otherwise specified. There may be instances when the Contractor may be asked to accelerate delivery of the order(s). Additional cost should be provided in the Bid Table questions section. In the event the Contractor is unable to meet the original delivery date(s), the City shall be contacted immediately, prior to the date due, and seek an extension of delivery time. Failure to comply with the delivery terms may be legal grounds for cancelling any order(s), and potentially including cancellation of the entire Contract.
- 1.4 **PAYMENT**. Payment to the Contractor shall be based on actual quantities supplied. The City does not guarantee to purchase any specific amount or quantity during the period of the Contract. The amount ordered under this Contract is at the sole discretion of the City and may vary depending upon the actual needs of the City.
  - 1.4.1 **INVOICES.** No payment to Contractor shall be made until the Contractor tenders an invoice to the City. City shall make payment to Contractor for said invoices within thirty (30) days following receipt and acceptance thereof. City and Contractor agree that payment by City to Contractor is complete upon mailing of the payment by City. Furthermore, City and Contractor agree that the payment is mailed on the date that the payment is postmarked.

1.5 **WARRANTY**. The Contractor warrants and guarantees each product against any defects in materials, design and workmanship. The warranty and/or guarantee shall begin on the date the product is placed into service by the City and shall continue through the manufacturer's standard warranty period. Any item ordered which is found to be defective and/or unsatisfactory shall be returned immediately to the Contractor, freight collect, and a replacement item shall be sent to the City within a specified time as solely determined by the City.

#### 1.6 TRADE-IN VALUE.

The Frisco Fire Department has a current inventory of Scott Safety AP75 Air-Pak's that are compliant with NFPA 1981, 2013 Standard. These units are in good shape and as part of the Proposal, Contractor shall provide a trade-in value for these units. The City currently does not have inventory to trade in but would like the option to trade in the Air-Pak 75 (AP75) in the future. Please provide a trade in value in the below bid form. Pictures of the current units in the AP75 Inventory are included in these Specifications under Exhibit B: Photos of Current Inventory.

#### 2. SCOPE OF WORK.

2.1 The Frisco Fire Department anticipates the yearly purchase of the following units:

Item	Anticipated Purchase
Scott Safety NFPA 2013 Edition Air-Pak 75 and Accessories	Eight (8) SCBA and Forty (40) Masks
Firefighter Accountability	Pak-Tracker Units for each SCBA Purchased and SEMS II Programmer & RFID Cards
RIT Bags	One (1) RIT Bags

Under the term of the contract, additional units would be anticipated but would be purchased on an as-needed basis. The Department anticipates proceeding with additional stations and including new Apparatus into the existing fleet inventory during the contract performance period. Replacement parts for these items would be purchased throughout the term of the Contract on an as-needed basis.

#### 3. SCOTT SAFETY NFPA 2013 EDITION AIR-PAK 75 AND ACCESSORIES.

3.1 **PRODUCT LABEL REQUIREMENTS.** In addition to the NIOSH certification label, each SCBA shall have an SCBA product label, which shall be permanently and conspicuously attached to the SCBA.

Multiple label pieces shall be permitted in order to carry all statements and information required to be on the SCBA product label; however, all label pieces of the product label shall be located adjacent to each other.

The certification organization's label, symbol, or identifying mark shall be attached to both the NIOSH certification label and the SCBA product label or be part of the product labels and shall be placed in a conspicuous location. All letters shall be at least 2.5 mm (3/32 in.) in height, and the label, symbol, or identifying mark shall be at least 6 mm (15/64 in.) in height.

All worded portions of both required product labels shall be at least in English.

Symbols and other pictorial graphic representations shall be permitted to be used to supplement worded statements on the product label(s).

The SCBA product label shall bear the following compliance statement legibly printed, and all letters and numbers shall be at least 2 mm in height:

#### "THIS SCBA MEETS THE REQUIREMENTS OF NFPA 1981, STANDARD ON OPEN-CIRCUIT SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR EMERGENCY SERVICES, 2013 EDITION.

#### DO NOT REMOVE THIS LABEL."

SCBA components, as listed on the NIOSH certification labels, shall be marked directly on the component with the lot number, the serial number, or the year and month of manufacture.

#### 3.2 SCOTT SAFETY AIR PAK 75.

- 3.2.1 **Part No. X3214SL2200402**. Scott Air Pak 75 NFPA 2018 Edition With EZ-Scape Pro, 4500 psi, with Parachute buckles, EZ-Scape Pro Fixed (AP75) Belt 50 ft., T-safe rope/ lightening GT hook F4 Descender Quick Connect Regulator, Dual EBSS, SEMS II. NFPA 2018 compliant, NIOSH Certified.
- 3.2.2 All Scott Safety replacement parts for the items listed above.

#### 3.3 SCOTT SAFETY CYLINDERS.

3.3.1 **Part No. 804722-01**. Carbon Cylinder and Valve Assembly. Additional Cylinder specifications are below:

Descri	iption	Duration	Capacity Dimensions				Weight			
Part No.	Pressure (PSI)	Minutes (at 40 lpm)	Liters	SCF	H <sub>2</sub> 0 (in <sup>3</sup> )	Length in inches (less valve)	Length in inches (with valve)	Diameter in inches	With Valve (empty)	With Valve (full)
804722- 01	4500	45	1841	65	418	20.4	23.5	6.3	9.75	14.61

3.3.2 All Scott Safety replacement parts for the items listed above.

# 3.4 SCOTT SAFETY AV-3000 HT FACEPIECE AND EPIC 3 RDI VOICE AMPLIFIER AND ACCESSORIES.

- 3.4.1 **Part No. 201215-27**. Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Small.
- 3.4.2 **Part No. 201215-28**. Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Medium.
- 3.4.3 **Part No. 201215-29**. Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Large.
- 3.4.4 Part No. 201276-11. Scott EPIC 3 RDI Voice Amplifier with Bracket.
- 3.4.5 Part No. 201210-01. Scott EPIC 3 Voice Amplifier Bracket, Right Side.
- 3.4.6 Part No. 201210-02. Scott EPIC 3 Voice Amplifier Bracket, Left Side.
- 3.4.7 All Scott Safety replacement parts for the items listed above.

#### 4. SCOTT SAFETY RIT PAK III.

4.1.1 **Part No. 200954-02**. Scott RIT Pack III Less Cylinder. Additional RIT Pack Specifications are below:

<sup>4.1.2</sup> 

Part No.	Pressure (PSI)	RIT- PAK III Carrying Bag	Shoulder Strap	6' EBSS Hose	5' RIC Hose	RIT -PAK III Facepiece	EZ-Flo Regulator
200954-02	4500	х	х	х	х	х	х

"X" signifies that this item shall be included in all orders for the product.

4.1.3 **Part No. 804723-01**. Carbon Cylinder and Valve Assembly. Additional Cylinder specifications are below:

Descr	iption	Duration	Capacity Dimensions		Weight					
Part No.	Pressure (PSI)	Minutes (at 40 lpm)	Liters	SCF	H <sub>2</sub> 0 (in <sup>3</sup> )	Length in inches (less valve)	Length in inches (with valve)	Diameter in inches	With Valve (empty)	With Valve (full)
804723- 01	4500	60	2464	87	550	21.7	24.8	7.05	12.2	18.92

#### 4.1.4 Part No. RBL21. True North L-2 Search Rope Bag.

- 4.1.5 Part No. 52716000-200. 200' Search / RIT Line.
- 4.1.6 **Part No 6050270**. NFPA Offset "D" Carabiner.
- 4.1.7 All Scott Safety replacement parts for the items listed above.

#### 5. SCOTT SAFETY SEMS II PERSONNEL ACOUNTABILITY SYSTEM (PASS).

5.1 **PRODUCT LABELING REQUIREMENTS.** Each PASS shall have a product label(s) permanently and conspicuously attached. In all cases, the PASS shall bear at least one (1) product label with the marking requirements specified in NFPA Standard 1982 Chapter 5, Section 5.1.5 through Section 5.1.8.

Whereas various components of PASS are not mounted or contained in a single location, case, or enclosure, additional product labels shall be permanently and conspicuously attached to major dispersed components.

The text of the product labels for dispersed PASS components shall be permitted to be limited to the marking requirements specified in NFPA Standard 1982 Chapter 5, Section 5.1.5 through Section 5.1.6.

Multiple label pieces shall be permitted in order to carry all statements and information required to be on the product label.

All worded portions of the required product label(s) shall be printed in at least English.

Symbols and other pictorial graphic representations shall be permitted to be used to supplement worded statements on the product label(s).

#### 5.2 PAK-TRACKER FIREFIGHTER LOCATOR SYSTEM.

- 5.2.1 Part No. 201088-01. SEMS II Mesh Gateway with USB Base Station.
- 5.2.2 Part No. 200266-03. Pak-Tracker Handheld Receiver.
- 5.2.3 Part No. 200673-01. Pak-Link Programmer.

- 5.2.4 Part No. 200773-01. RFID Card Programmer with Software.
- 5.2.5 Part No. 200774-01. RFID Cards (Package of ten (10) units).
- 5.2.6 All Scott Safety replacement parts for the items listed above



# GENERAL INFORMATION

# **BID FORM**

BVB 1901-036 Self-Contained Breathing Apparatus

Item	Description	Units	Estimated Qty	Unit Cost	Extended Cost	Delivery in Days	Inventory Qty on Hand
1	Scott Safety Air Pak 75	EA	8				
2	Scott Safety Air Pak 75 Carbon Cylinder and Valve Assembly	EA	40				
3	Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Small.	EA	10				
4	Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Medium.	EA	20				
5	Scott AV-3000 HT Facepiece with 4 Point Kevlar Head Harness, Large.	EA	10				
6	Scott EPIC 3 RDI Voice Amplifier with Bracket	EA	35				
7	Scott EPIC 3 Voice Amplifier Bracket, Right Side	EA	30				
8	Scott EPIC 3 Voice Amplifier Bracket, Left Side	EA	1				
9	Scott RIT Pack III Less Cylinder	EA	1				
10	Scott RIT Pack III Carbon Cylinder and Valve Assembly	EA	1				
11	True North L-2 Search Rope Bag	EA	1				
12	200' Search / RIT Line	EA	1				
13	NFPA Offset "D" Carabiner	EA	1				
14	SEMS II Mesh Gateway with USB Base Station	EA	1				

15	Pak-Tracker Handheld Receiver	EA	1		
16	Pak-Link Programmer	EA	1		
17	RFID Card Programmer with Software	EA	1		
18	RFID Cards (Package of ten (10) units)	PKG	1		

PERCENT OFF ALL SAFETY REPLACEMENT PARTS FOR ITEMS LISTED ABOVE\_\_\_\_\_.

TRADE IN VALUE OF THE AIR-PAK 75\_\_\_\_\_

DELIVERY COST FOR RUSH ORDERS\_\_\_\_\_.

PROVIDE THREE COMPARABLE REFERENCES TO THE SIZE AND NATURE OF THE SERVICES REQUESTED BY THE CITY OF FRISCO. PLEASE UTILIZE EXHIBIT A ATTACHED.

ANY EXCEPTIONS OR ADDITIONAL PRICING INFORMATION:

.



# SIGNATURE FORM

#### 1901-036 Self-Contained Breathing Apparatus

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:		
Address of Bidder:		
City:		
Telephone Number:	Fax:	
E-mail address:		
By (print name)		
Title:	_ Federal ID #/SSN #:	
Signature:		_
Acknowledgement of Addenda: #1	#2#3#4	#5

#### **EXHIBIT A: REFERENCES**

VENDOR NAME:	 			
ADDRESS:				
CITY:	 STATE	ZIP_		
CONTACT NAME:	 PHONE		_EMAIL: _	

REFERENCES				
REFERENCE 1				
Entity Name:				
Contact Name:				
Address:				
City:	State:	Zip code:		
Phone Number:		Email:		
Years doing business with Entity and Capacity:				
REFERENCE 2				
Entity Name:				
Contact Name:				
Address:				
City:	State:	Zip code:		
Phone Number:		Email:		
Years doing business with Entity and Capacity:				
REFERENCE 3				
Entity Name:				
Contact Name:				
Address:				
City:	State:	Zip code:		
Phone Number: E		Email:		
Years doing business v	vith Entity and Capacity:			

## EXHIBIT B: PHOTOS OF CURRENT INVENTORY







