



The City of Moraine
progress through unity

Moraine Fire Division

**Specifications and Contract Documents
for Thermal Imaging Cameras**

Official Bid

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Contact Information:

Moraine Fire Department

Station 29

4747 South Dixie Drive, Moraine, Ohio

Deputy Fire Chief Dave Cooper (937) 535-1130

Lt. Philip Sinewe (937) 535-1140

INVITATION TO BID AND BID FORM

CITY OF MORAINE, OHIO

4200 Dryden Road

Moraine, Ohio 45439-1495

Administrative -937-535-1000

Fax – 937-535-1275

Bid Description: Three (3) New Thermal Imaging Cameras and Associated Equipment. Provide Credit on Bid Price for trade in of two older Thermal Imaging Cameras. *City retains the option of accepting the bid price for the new cameras only and retaining the existing cameras rather than trading them in.*

Bid Opening Date: March 12, 2015 Time: 2:00pm

DO NOT SUBMIT MORE THAN ONE BID PROPOSAL FOR EACH BID

NAME AND ADDRESS INFORMATION MUST APPEAR BELOW

Bid 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 ____

BID PRICE

Describe Camera	Price Per Camera	Number of Cameras	Sub Total Bid Price
	\$	-3-	
Trade in of Cameras	Credit Provide Per Camera for Trade In	Number of Cameras	Sub Total Credit on Bid Price
See Description on p. 20	\$	-2-	
X	X	X	Total Bid Price Including Credit for Trade In
X	X	X	\$

Name of Bidder: _____

By: _____

Title: _____

Dated: _____

LEGAL NOTICE

ADVERTISEMENT FOR BIDS:

The City of Moraine will receive sealed bid proposals for the Fire Division's Thermal Imaging Cameras, Until March 12, 2015 2:00 pm at the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio 45439.

Copies of the Invitation to Bid, specifications, proposal, and contract forms are available at the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio 45439

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

Bids must be received in a sealed envelope marked "Thermal Imaging Cameras" and must contain the full name and address of the Bidder. Each proposal shall be signed by the full name and business address of each person or company interested in the same.

The City of Moraine 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, responsible, and responsive Contractor whose proposal is deemed most favorable to the City of Moraine.

David D. Hicks
City Manager

Dayton Daily News
Advertised: 02/15/15
City Web Site
Advertised : 02/09/15

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 Contractor 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 Moraine, Att: City Manager prior to the scheduled day of opening as listed on the Invitation to Bid (ITB). All bids will be time/date stamped upon receipt by the City of Moraine, and such 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 may be submitted or delivered to the City of Moraine, Att: City Manager, Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio 45439-1495. Delivery to any other location, does not constitute bid being received by the City of Moraine. Bids submitted with insufficient postage will not be accepted. Bids will be received during regular business hours, Monday through Friday, excluding recognized holidays. **Bids with stamped or copied signatures will be considered non-responsive.** Telegraphic, facsimiles, or any other mode of transmission other than stated above shall not be considered as a valid submission to the City of Moraine. Contractors 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 Moraine. The City will not be held liable for non-delivery and/or late delivery of any bid response due to a Contractor listing an incorrect address.

3. The original bid response must be properly completed, signed by the Contractor 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 Contractor on the signature page.

4. Any bid received after the time and date of the scheduled day 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. Contractors should allow sufficient time for mailing their bids to ensure delivery to the City of Moraine prior to the opening time and date. The City will not be responsible for a late bid due to failure of the Contractor 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 Moraine. Any bid which is prepared, completed or altered on the premises of the City of Moraine 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 Moraine during regular business hours.

7. Bids shall be publicly opened at the City of Moraine Municipal Building starting at 2:00 p.m. on the scheduled date 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 Moraine. To expedite and properly respond to such public records requests, a written request must be submitted. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids, will be honored upon completion of the contract award by the City of Moraine.

8. Any pre-bid questions or inquiries must be submitted in writing to the Office of the Deputy Fire Chief and received no 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 have the following information:

The name of sender,
Company name,
Phone number,
Opening date,
Bid Description,
A detailed description of the question,
Any other pertinent information.

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

SURETY

- a. Security (Bid) Bond

N/A

- b. Performance Bond

Manufacturer warranty shall be required in lieu of Performance Bond. See page 21.

- c. Experience Statement

An experience statement detailing what work of a similar nature to that included in the proposed Contract the Bidder has done, to give reference and such other detailed information as will enable the entities to judge the Bidder's responsibility, experience, and skill. The statement shall include: evidence to the effect that the Bidder maintains a permanent place of business; has adequate facilities and equipment available for the work under the proposal; has appropriate experience; and has in his employ a sufficient number of skilled and trained employees to carry out the work to be done under this Contract.

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 Moraine, Ohio.

2. **AUTHORIZED DISTRIBUTOR:** The Contractor/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. **CONTRACTOR:** 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 Contractor's response, the Invitation to Bid then becomes the contract between the City of Moraine and the successful Contractor and which the laws of the State of Ohio govern.

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 RESPONSIVE\RESPONSIBLE CONTRACTOR:** A Contractor who offers the lowest cost 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 of equipment, materials, supplies or services, including 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 Moraine, or if such unbalanced prices are contrary to the interest of the City.

14. **VENDOR:** The Contractor 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 (hereinafter referred to as an "ITB ") 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 Contractor (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:** Contractors 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 Moraine 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 Contractors' expense, and unless otherwise specified, prior to opening of the bid. Samples shall be clearly identified by Contractor's name, the bid number, corresponding item in the bid and bid opening date. The City of Moraine 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 Contractor 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 Contractor's expense. Samples not so requested shall become the property of the City of Moraine. Unsolicited samples which are submitted, shall be at the Contractor's risk and, shall not be examined or tested, and shall not be considered in the evaluation process. The City of Moraine 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 either functionally and qualitatively equal or identical to the specification to which the equivalency standard applies. Contractors are required to list any and all deviations from the bid specifications. The City of Moraine reserves the right to reject any items listing deviations which it considers to be of less quality and which may result in providing the Contractor with an unfair advantage over other Contractors. When applicable, Contractors shall be required to state brand names etc. of products being offered in their bids. If brand names are not indicated in the Contractor's response, the City of Moraine shall consider the response to be offering the brand name listed in the ITB. Changes or alterations to brand names may not be permitted after the opening of the bid unless the City of Moraine or designee gives prior written approval. When applicable, failure of any successful Contractor (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 Moraine 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. Contractors 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. Contractors 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 Moraine 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 Contractor 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 opaque out with the new information inserted. All changes, corrections, or alterations must be legible and initialed by the Contractor. Illegible modifications shall result in disqualification of the items. Failure of the Contractor to initial any such modifications may result in disqualification of the items which have been modified. The City of Moraine reserves the right to request written certification from the Contractor verifying that such changes were made by the Contractor 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 Contractor may, by written notice to the City of Moraine, request to withdraw their bid response. Such written notice must set forth reasons for the withdrawal. **After bid opening,** a Contractor 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 Moraine and no bid may be withdrawn without written approval from the City of Moraine. The decision to allow a bid to be withdrawn is at the sole discretion of the City of Moraine. 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 Moraine is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. The City of Moraine 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 Moraine 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 Moraine determines that this does not affect the amount of the bid or result in a competitive advantage to the Contractor.

12. **AWARD:** The Contract shall be awarded to the lowest, responsible and responsive Contractor 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 Moraine, as a whole or in part. Contractors 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 Moraine may take advantage of such discounts, if offered. The City of Moraine shall award Contracts within a reasonable period of time after the bid opening. The City of Moraine reserves the right to extend all term contracts 30 days beyond the contract expiration date.

13. **DISQUALIFICATION OF CONTRACTORS:** Any of the following, non-exclusive

reasons may be considered as being sufficient for the disqualifications of a Contractor 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 Contractors.
- C. Bid prices which are in the City of Moraine's opinion unbalanced.

14. **CREATION OF THE CONTRACT:** A contract is created between the vendor and the City of Moraine when the City Manager accepts the competitive bid and acknowledges the acceptance in writing. The contract shall become operational only when either 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.

15. **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 Moraine.

16. **PURCHASE ORDER:** The City of Moraine 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 Moraine 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 Moraine to pay for such goods or services upon completion of delivery or performance of service by the vendor. Any order placed, not using an approved Moraine 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.

17. **DELIVERY /FREIGHT CHARGES:** Unless otherwise stated, the City of Moraine 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.

18. **DELIVERY/INSPECTION AND ACCEPTANCE:** Upon delivery of the product/service, the City of Moraine 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 Moraine shall notify the vendor for removal/replacement of the product or service. The City of Moraine shall retain all rights and remedies as described herein. Wherein products ordered by the City of Moraine are delivered to a facility, which is not owned by the City of Moraine and where the City has contracted with this facility to take delivery of products ordered by the City of Moraine, acceptance will occur when the products have been inspected and accepted by the City of

Moraine within a reasonable amount of time after delivery to the facility. The City of Moraine shall not be responsible for any storage costs incurred prior to the inspection and acceptance.

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

20. **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 ordering agency, 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 Moraine must be made Monday through Friday, except holidays.). If such delay is caused by the City of Moraine, 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 Moraine. Continued failure to meet scheduled delivery dates may result in the vendor being found to be in default.

21. **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 Invitation to bid was submitted and subsequently accepted. A proper invoice shall be submitted directly to the City of Moraine'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 this Invitation 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 Moraine 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. 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 have been properly applied, etc.

B. **Defective Invoices:** In the event the City of Moraine 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 Moraine 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 Moraine will make payment to the same company name and Federal tax identification number awarded the contract and mail to the vendor address indicated in the response to the invitation. No payments shall be made to parent or subsidiary companies. Any changes regarding payment after formation of the contract will not be permitted.

22. 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 Moraine. 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 defaulted. 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 Moraine may declare the vendor in default.

D. The City of Moraine 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 Moraine in promptly obtaining the conforming articles.

23. 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 been defaulted and the contract is terminated the vendor shall cease all work or deliveries. Further, all pay estimates or invoices shall cease until the City of Moraine conducts a final accounting.

C. The department may take possession of all materials, supplies and equipment at the project or those stored off site for which the City of Moraine has paid the vendor. The City may complete the work by such means as it deems appropriate. The City of Moraine may also

purchase, on the open market, any materials or supplies that have not been delivered by the vendor.

D. If the department incurs further expense in completing the work or purchasing materials or supplies on the open market, the excess costs shall be paid by the terminated vendor.

24. **FORCE MAJEURE:** Except as otherwise provided herein, neither the vendor nor the City of Moraine 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 or 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.

25. **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.

26. **NON-APPROPRIATION OF FUNDS:** It is understood that the City of Moraine's funds are contingent upon the availability of lawful appropriations by the Moraine City Council. Subject to the applicable provisions of the Ohio Revised Code, the City of Moraine 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 Moraine 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 Moraine's obligations under such Contract are terminated as of the date that the funding expires without further obligation of the City.

27. **ANTITRUST:** The City of Moraine and the vendor recognize that in actual economic practice, overcharges resulting from antitrust violations are usually borne by the City of Moraine. As consideration for the Award of the Contract, and intending to be legally bound, the vendor assigns to the City of Moraine all right, title and interest, to all claims and causes of action the vendor now has or may acquire under state or federal antitrust laws provided that the claims or causes of action relate to the goods or services that are the subject of the Contract, and except as to any claims or causes of action which result from antitrust violations that occur after the price is established under the Contract and that are not passed on to the City of Moraine. Additionally,

vendor warrants that any overcharges resulting from antitrust violations by vendor's first tier suppliers and sub vendors shall not be passed on to the City of Moraine.

28. **CANCELLATION:** Any contract awarded as a result of this proposal may be canceled by the City of Moraine 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 this invitation, the City of Moraine reserves the right to cancel this contract immediately.

29. **CANCELLATION FOR FINANCIAL INSTABILITY:** The City of Moraine 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.

30. **CANCELLATION:** Any contract awarded in error may be rescinded at the City of Moraine's discretion.

31. **INDEMNIFICATION:** The vendor shall defend, indemnify and hold harmless the City of Moraine, its employees, elected and appointed officials and agents 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.

32. **CONFIDENTIALITY:** The vendor acknowledges that some of the information, documents, data, records, or other material provided by the City of Moraine 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 Moraine. Further, vendor agrees to make all reasonable efforts to ensure that its employees disseminate no such confidential information. 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.

33. **CONFIDENTIAL DATA:** The City of Moraine 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 Moraine agrees to retain such information as confidential to the extent permitted by law.

34. **DRUG-FREE WORKPLACE:** By virtue of the signature on the last page of this Invitation to Bid, the Contractor 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 Moraine property. Failure to comply may result in immediate termination of any contract awarded and the vendor will be subject to the provisions as set forth in Paragraph 21- Breach of Contract.

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

36. PROTEST PROCEDURE: Pursuant to Ohio Revised Code Section 9.312, an apparent low Contractor found not to be responsive or responsible shall be notified of that finding and the reasons for it. The notification shall be given in writing and by certified mail.

. Contractor shall have five (5) calendar days after receipt of notification to file a written protest. The City of Moraine shall meet with the apparent low Contractor or Contractors at their option upon the filing of a timely written protest.

No final award shall be made until the City of Moraine either affirms or reverses its earlier determination.

37. TIE BID PROCESS: If two or more bids offer the same unit price and are determined to be responsive and responsible, the City of Moraine will break the tie as follows: during the bid evaluation process, the Contractors that submitted tie bids will be contacted and given a deadline to submit a written revised unit price for the affected item or items. If a tie still exists, the City of Moraine may repeat this process or look to past or current performance in order to secure the item or items. The City of Moraine will not allow a tie bid situation to otherwise unnecessarily delay a potential award.

38. DEVIATIONS: Statements or modifications that deviate from the Invitation'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 Moraine determines that the deviation or modification affects the amount of the bid or results in a competitive advantage for the Contractor.

39. FINDING FOR RECOVERY: The Vendor affirmatively represents to the City of Moraine 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 Moraine hereunder shall be immediately repaid to the City, or an action for recovery may be immediately commenced by the City of Moraine for recovery of said funds.

40. DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION: In accordance with *Ohio Revised Code Section 2909.33*, the enclosed Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization must be completed and returned with this Invitation to Bid by any business or organization entering into contract with the City of Moraine.

41. Any notice or other communications required by this Agreement to be in writing shall be deemed given when delivered either personally or by registered or certified mail, return receipt requested, or delivery by a reputable courier or delivery service, such as Federal Express, which can provide confirmation of delivery.

Thermal Imaging Camera Specifications

Intent of Specifications:

This specification covers a commercially produced Thermal Imaging Camera and its associated hardware and software. The Thermal Imaging Camera system (Camera) delivered to these specifications shall be a standard commercial product that meets the requirements of these specifications. Exceptions to any of the line items are not desirable. Materials used in construction of the Thermal Imaging Camera system shall be new, unused, and not less than the quality conforming to modern engineering and manufacturing practices. Materials shall be free of defects and suitable for the service intended.

Specific Line Item Requirements:

Vendors must indicate compliance with these specifications on a line item basis by placing a check mark in the yes/no column corresponding to each line item. Bidders must furnish descriptive literature and complete manufacturer specifications with the submission of this documentation.

Quality Assurance:

The company manufacturing the Thermal Imaging Camera in response to this bid must furnish proof of current certification to the ISO9001-2008 quality standard.

Compliance Guarantee:

Vendors answering this bid must guarantee that equipment tendered comply with all parts of this specification.

The purchasing entity reserves the right to require the bidder to submit a sample of the equipment being tendered to the purchasing entity for validation and verification that all items claimed to be in compliance are in fact true and correct. If a bidder is requested to supply a sample of the equipment being tendered for testing, the equipment shall be supplied to, and received by, the purchasing entity within one week of notice. Inability to meet the timeline provided herein shall disqualify the bidder.

Components and Accessories Included with each Camera:

For each Camera provided, the following items shall be included at no extra charge: 1 Lanyard, 2 rechargeable batteries, 1 user manual, 1 carrying case, 1 charger and A/C power supply.

Camera(s), Specification Bid Requirements

1. NFPA 1801-2013 compliant.

Yes _____ No _____ Exception _____

2. Dimensions: Camera shall be handheld and portable allowing it to be easily passed from one firefighter to another within a firefighting environment without removal of any

personal protective equipment

Yes _____ No _____ Exception _____

3. Weight (incl. battery): not to exceed 3.0 lbs

Yes _____ No _____ Exception _____

4. Shell Material: High heat thermoplastic

Yes _____ No _____ Exception _____

5. Camera functions shall be easily usable by firefighters wearing full personal protective Gear. Yes _____ No _____ Exception _____

6. Operating temperature: from -30°F to 800°F limited exposure

Yes _____ No _____ Exception _____

7. Storage temperature: from -15°F to 130°F

Yes _____ No _____ Exception _____

8. Impact Compliance: at least 6 foot drop any orientation

Yes _____ No _____ Exception _____

9. Sealing Compliance: IP67, 3 foot for 30 minutes

Yes _____ No _____ Exception _____

10. Intrinsic safety compliance: UL Class 1, Division 2

Yes _____ No _____ Exception _____

11. Display Technology: LCD size minimum of 3.5 inches diagonal

Yes _____ No _____ Exception _____

12. Display Information: On-screen annotations and LED's

Yes _____ No _____ Exception _____

13. Dynamic range: -40°F to >2000°F minimum range

Yes _____ No _____ Exception _____

14. Camera sensitivity: <50mk

Yes _____ No _____ Exception _____

15. Camera shall have a focus range: from 3' to infinity

Yes _____ No _____ Exception _____

16. Camera shall provide a field of View: 54° diagonal minimum
Yes _____ No _____ Exception _____
17. Camera display shall provide a clear distortion free image in extreme firefighting environments
Yes _____ No _____ Exception _____
18. Camera display shall have a scene update rate of at least 40 times per second
Yes _____ No _____ Exception _____
19. Camera shall display direct temperature measurement
Yes _____ No _____ Exception _____
20. Camera shall be capable of video recording (on board memory)
Yes _____ No _____ Exception _____
21. Camera shall have “Hot and Cold spot” tracking (track hottest or coldest object in field of view) Yes _____ No _____ Exception _____
22. Camera shall be capable of zoom X2 and X4
Yes _____ No _____ Exception _____
23. Camera shall be capable of Image freezing
Yes _____ No _____ Exception _____
24. Camera shall have a Class IIIa Laser pointer
Yes _____ No _____ Exception _____
25. Camera shall have a start up time less than 10 seconds
Yes _____ No _____ Exception _____
26. Batteries shall be removable, rechargeable Lithium Ion
Yes _____ No _____ Exception _____
27. Battery not to exceed 10 oz per battery
Yes _____ No _____ Exception _____
28. Battery operating time shall be no less than 3.5 hrs nominal
Yes _____ No _____ Exception _____
29. Battery recharge time greater than 2.5 hours nominal
Yes _____ No _____ Exception _____
30. Batteries shall be rated for at least 1000 recharge cycles
Yes _____ No _____ Exception _____

31. Battery replacement program shall be offered optional (24 hour replacement turnaround time) Yes _____ No _____ Exception _____
32. A vehicle mounted charging system shall be provided for each camera
Yes _____ No _____ Exception _____
33. Vehicle mounted charging system shall be capable of operating on 12VDC or 110VAC
Yes _____ No _____ Exception _____
34. Vehicle mounted charging system shall be NFPA 1901 compliant
Yes _____ No _____ Exception _____
35. Vehicle charging system shall include a detection system that alerts firefighters to the absence of the Thermal Imaging Camera
Yes _____ No _____ Exception _____
36. Detection system shall be capable of being disabled when not in service.
Yes _____ No _____ Exception _____
37. Camera and all associated parts shall be covered by a two(2) year manufactures warranty.
Detailed list of coverage shall be supplied.
Yes _____ No _____ Exception _____
38. Additional warranty coverage shall be offered
Yes _____ No _____ Exception _____
39. Any and all warranty work shall have a turnaround time of 48 hours unless a comparable camera (and associated equipment)is provided until repairs are complete
Yes _____ No _____ Exception _____
40. Bid shall include trade in value for two(2) Bullard MX thermal imaging cameras, Two(2) vehicle mounted charging systems, Two(2) desktop charging systems and six(6) batteries. Cameras are approximately 13 years old and in working condition. Chargers and batteries are newer as they have been replaced as needed.
Yes _____ No _____ Exception _____

If “No”, or “Exceptions” is indicated please expand on how your bid item handles the numbered specification.

Specification Number	Description

Specification Number	Description

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NON-COLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____, 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 sham; that said Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Contractor 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 Contractor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Contractor, 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 Contractor 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 _____, 2015

Notary Public

My commission expires _____

FORM OF CONTRACT

THIS AGREEMENT, entered into effective this __ day of ____, 2015, by and between the City of Moraine, Ohio, hereinafter called the "City", and _____ hereinafter called the "Vendor."

WITNESSETH: That the said Vendor has agreed and by these presents does agree, with the said City for the Unit Price(s) 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 the following item:

Fire Division's Thermal Imaging Cameras

In strict accordance with all provisions set forth therein, for the prices set forth in the Bid Sheet submitted in accordance with the Invitation to Bid.

The City of Moraine

By: _____
David Hicks, City Manager

Dated: _____

Approved as to form:

Law Director

Name of Vendor

Signature and Title

Dated: _____

CERTIFICATE OF FISCAL OFFICER

As Fiscal Officer for the City of Moraine, 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 Moraine Council, Montgomery County, Ohio, and that they are in the treasury or in the process of collection to the credit of the _____ free from any previous encumbrances.

Signed this _____ day of _____, 2015.

Fiscal Officer

Richard Sexton Finance Director
for the City of Moraine
County of Montgomery, State of Ohio.

(Attach)

Declaration Regarding Material Assistance—Ohio Div. of Homeland Security

(Attach)

Request for Taxpayer Identification Number and Certification (Form W-9)