

**WAYNE TOWNSHIP BOARD OF TRUSTEES
6306 STATE ROUTE 133
GOSHEN, OHIO 45122**

BID PACKAGE FOR

**WAYNE TOWNSHIP PURCHASE OF
SELF CONTAINED BREATHING APPARATUS**

NOTICE TO BIDDERS

Sealed bids for the purchase by Wayne Township of 20 self-contained breathing apparatus, as detailed in the attached specifications, will be received by the Wayne Township Board of Trustees, 6306 State Route 133, Goshen, Ohio 45122 by certified mail or delivered in person until 4:00 pm (local time) on February 13, 2019. The bids will be opened at 7:00 pm (local time) on February 13, 2019 during the regular meeting of the Wayne Township Board of Trustees.

Specifications and bid forms are on file with the Board of Trustees in the Office of the Township Fire Chief, 6306 State Route 133, Goshen, Ohio 45122.

Each bid shall be submitted in a sealed envelope marked: "BID: Wayne Township purchase of Self-Contained Breathing Apparatus," and must contain the full name of each person, firm, company or corporation interested in the same and must be accompanied by a bid bond, certified check, cashier's check or letter of credit in an amount equal to ten percent (10%) of total bid, made payable to Wayne Township, Clermont County, Ohio. Said bid bond etc., shall serve as a guarantee that the bidder will enter into a written contract and it will be in the form enclosed with the specifications. Such bond etc. will be returned to the bidder or bidders upon receipt of a signed contract from the accepted bidder.

Contract award shall be made to the lowest and best bidder. The Wayne Township Board of Trustees reserves the right to reject any or all bids and to waive any informality therein.

**WAYNE TOWNSHIP
BOARD OF TRUSTEES**

6306 State Route 133
Goshen, Ohio 45122

INSTRUCTIONS AND GENERAL REQUIREMENTS

Sealed proposals addressed to the Wayne Township Trustees will be received by Wayne Township, Clermont County, Ohio at the Township Fire Station 56, 6306 State Route 133, Goshen, Ohio 45122 until 4:00 pm (local time) on February 13th, 2019. They will be publicly opened and read at 7:00 pm (local time) on February 13, 2019 during the regular meeting of the Wayne Township Board of Trustees. Each proposal must contain the full name of all parties interested therein and must be accompanied by a Certified Check, Bid Bond, Cashier's Check, or Letter of Credit in an amount equal to 10% of the bid on a solvent bank as a guarantee that if the proposal is accepted, a contract will be entered into. All bids must be submitted sealed and plainly marked:

BID: Wayne Township purchase of Self-Contained Breathing Apparatus

BID FOR SELF CONTAINED BREATHING APPARATUS (SCBA)

The attention of the bidder is called to Ohio Revised Code 5719.042. The bidder shall submit to the Township Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Clermont County, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due in unpaid delinquent taxes and any due unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Township Clerk to the Clermont County Treasurer within thirty (30) days of the date it is submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

The bidder or his duly authorized agent will sign in the space provided, signifying that he has read the proposal and specifications and understands them.

Any exceptions, additions, alterations, or other corrections to the specifications provided herein shall be listed on the enclosed form and included with the bid proposal.

DELIVERY INFORMATION

Equipment is to be delivered between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, accompanied by a delivery slip which clearly indicates the Wayne Township purchase order number, as well as any other pertinent data, such as quantity, serial numbers, etc. Delivery shall be made to Wayne Township Fire and Rescue 6306 SR 133 Goshen, Ohio 45122. Bidder to state in his proposal the number of calendar days in which he will complete delivery of equipment after receipt of certified purchase order and/or orders from the Township clerk.

PAYMENT

Payment for equipment will be made within thirty (30) days after inspection and acceptance of stated equipment and receipt of invoice in triplicate by Wayne Township, Clermont County, Ohio.

SPECIFICATIONS

The specifications contained herein are written to indicate acceptable type and quality. Bids on equipment comparable as to function, construction, and quality are solicited provided that:

- (a) The design, capacity, and operation of the proposed SCBA and components conform to the intent of these specifications.
- (b) All exceptions to the specifications are clearly described in supplemental information submitted with bid documents.

GENERAL REQUIREMENTS FOR
SELF CONTAINED BREATHING APPARATUS (SCBA).

1.1

The following specifications are intended to provide essential minimum requirements of Wayne Township Fire & Rescue for construction, testing, and delivery of fire department SCBA. Details of construction and components not otherwise specified by the department will be left to the discretion of the bidder, and it is the sole responsibility of the bidder to assure that the design and construction of all parts of the SCBA meet or exceed current design, engineering, construction, and safety standards for fire department SCBA.

1.2

Each bidder shall furnish a set of detailed specifications and drawings that clearly state make, model, size, type, etc. of all components of the SCBA.

1.3

Unless specifically stated otherwise by the purchaser, the SCBA shall conform to National Fire Protection Association 1981, Standard on Open-Circuit Self Contained Breathing SCBA for Firefighters, 2017 Edition. The SCBA shall further comply with all Federal, State of Ohio and NIOSH regulations, standards, and laws in effect at the time of manufacture.

Exception to the provisions of NFPA 1981, 2017 Edition by the bidder is not permitted.

1.4

Any exception to the purchaser's specifications must be completely explained on the page marked EXCEPTIONS. Failure to identify and/or explain exceptions shall be justification for rejection of the bid.

Exceptions may be allowed where it is demonstrated that such exception does not in any way reduce or adversely affect the ability of the bidder to supply SCBA which are equal to or superior to the purchaser's stated specification. It is the bidder's responsibility to document and support that exceptions meet or exceed the purchaser's specifications and include such documentation with bid documents. Total exception to the specifications is not permitted.

An "approved equal" is one determined by the purchaser to meet or exceed the specifications of the purchaser's stated specific make and/or model. It is the bidder's responsibility to conspicuously note any item to be considered as an "approved equal" and document/support its equality or superiority to the bidder's specifically stated item and include such documentation in the bid documents.

1.5

No prototype or experimental SCBA will be accepted. The builder must demonstrate that he has successfully produced SCBA of the same design and type.

1.6

Design and construction shall conform to contemporary SCBA engineering and design practices.

Special consideration is given to the following points:

- * Safety features and components
- * Quality of fit and finish
- * Quality, strength and reliability of materials used to construct the SCBA
- * Access for, and ease of, maintenance procedures.
- * Ease of operation.

1.7

General workmanship must be of highest quality and standards as demonstrated by this and previous SCBA constructed by the bidder.

The bidder shall furnish a reference listing of at least five (5) similar SCBA lots delivered within 100 miles of Wayne Township, Clermont County, in the years 2017 through 2018. This list shall include the name and telephone number of a contact person representing the accepting agency.

1.8

The bidder's warranty and any other component warranties shall be completely furnished with the bidder's proposal.

1.9

The SCBA shall be delivered within ninety (90) days from bid acceptance. The SCBA shall be delivered by a representative of the bidder.

A qualified representative of the bidder shall instruct department personnel in proper operation, care, and maintenance of the SCBA upon delivery.

1.10

At the time of delivery, the bidder shall furnish:

- User operation and maintenance manuals for each SCBA and all components;
- two (2) parts manuals;
- two (2) sets of technical maintenance/service/repair manuals for all equipment supplied as part of these specifications.

1.11

The purchaser assumes no liability for design, engineering, construction, materials, components, and/or workmanship unless specifically stated by the purchaser.

1.12

The apparent silence of this specification and supplemental specifications as to any detail or the apparent omission from it of a detailed description concerning any point should be regarded as meaning only the best commercial practice will prevail and that only materials and workmanship

of first quality are to be used.

1.13

The successful bidder must give a guarantee on the complete unit against defective parts resulting from inferior materials, workmanship, or design. Replacement of all such parts and repairs necessary shall be made without any expense to the Township. The Guarantee period will begin on the date of final approval and acceptance by the Township. Acceptance is subject to inspection by the person(s) authorized by the Township Trustees to make inspections.

1.14

Final acceptance of the SCBA will be made in writing by the Township Trustees or person(s) authorized by the Township Trustees.

1.15

Any equipment which is clearly necessary for the satisfactory performance of the proposed SCBA shall be considered part of this specification, even though not directly specified.

1.16

The successful bidder shall sell parts to Wayne Township at prices that shall not exceed the prices for such parts sold to any other user, and that if at any time the prices are reduced, Wayne Township shall enjoy the benefit of such reduction.

1.17

Bidders are required to submit a completed copy of this bid document including the following specification. Bids must be submitted using the attached bidder's response form.

1.18

If the bidder has any additions, alterations, or corrections to make to this proposal or specifications, he is asked to list them on a plain white sheet of 8-1/2" x 11" paper and affix them firmly to this proposal.

1.19

All bids must be signed with the firm name as indicated. A bid by a corporation must be signed by a duly sworn officer, employee or agent.

1.20

By signing this bid, the bidder certifies that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud.

1.21

No bidder may withdraw his bid for a period of thirty (30) days after scheduled closing time for the receipt of bids.

1.22

Purchaser reserves the right to reject any or all bids, to waive informalities in the bids and to

accept the proposal which it deems to be in its best interest.

1.23

Purchaser reserves the right to cancel the contract if the bidder willfully fails to perform any of the provisions in the contract or fails to make delivery within the time stated, unless the time is extended in writing by the purchaser.

1.24

Bids will not be accepted after the date and time stated in the invitation to bid.

1.25

The successful bidder shall provide a 100% performance bond upon award of the contract and furnished by the SCBA manufacturer.

1.26

Should conflicts arise between the specifications as stated herein and written specifications of the bidder, the specification that inures to the benefit of Wayne Township shall prevail, such that the intent of the specifications contained herein is met.

1.27

~~Goshen-Wayne~~ Township Fire & Rescue was awarded Assistance to Firefighters Grant funding to offset the cost of SCBA acquisition. This bid shall be based on the following items and minimum quantities:

The minimum number of SCBAs intended to be purchased based on AFG funding is 20.

Each Self-Contained Breathing Apparatus (SCBA) to include:

- 1 facepiece with Heads Up Display in Mask
- 1 voice transmitter
- 2- 45-minute cylinders (each SCBA system will include 2 - 4500 psi cylinders) with quick connect bottle attachment
- 1 pack-frame assembly with Quick connect bottle attachment, Personal Alert Safety System with digital and or Analog pressure gauge, adjustable lumbar harness at frame connection, with removable harness straps for decontamination
- 1 Universal RIT Fitting
- 1 Quick connect second stage regulator
- 15 Year Pneumatics warranty and training for member upon delivery

Wayne Township reserves the right to purchase up to 20 additional face pieces at the bid price post delivery.

Wayne Township Fire & Rescue reserves the right to order additional SCBA and/or facepieces at the time of order and bidder shall provide additional equipment ordered at bid pricing.

Bidder shall include pricing for the following optional equipment as separate quotes:

Option #1
Firefighter Communications: Mask to Mask and/or Mask to radio. Price per unit:

Option #2
Thermal Imaging capability. Price per unit:

Option #3
Emergency Breathing System: Buddy Breather. Price per unit:

Option #4
Standard Mask Various Sizes. Price per unit:

Option #5
Carbon Fiber 45-minute 4500 PSI cylinder. Price per unit:

Option #6
Training for members on field level repairs. Price:

Option #7
Fit Testing for members with new masks. Price:

Option #8
Fill Site Quick Connect Adapters Three (3). Price:

SPECIFICATIONS FOR
SELF CONTAINED BREATHING APPARATUS (SCBA)

2.0 System Requirements

This bid specification establishes the minimum requirements for an open-circuit self-contained breathing apparatus (SCBA). The SCBA shall consist of the following major sub-assemblies:

- (1) Full facepiece assembly;
- (2) A removable, facepiece-mounted, positive pressure breathing regulator;
- (3) An automatic pressure reducing regulator;
- (4) End-of-service time indicators;
- (5) A harness and backframe assembly for supporting the equipment on the wearer;
- (6) A shoulder strap mounted, remote gauge indicating cylinder pressure;

- (7) A rapid intervention crew/ universal air connection (RIC/UAC); and
- (8) Cylinder (4500 psi) and valve assembly for storing breathing air under pressure
- (9) An Emergency Breathing Support System (Buddy Breathing)

The successful bidder agrees to provide, at their own expense, a factory trained instructor for such time as the respirator user shall require complete instruction in the operation and maintenance of the respirator

The successful bidder must be a sales distributor authorized by the manufacturer to sell the equipment specified herein. A signed confirmation from the manufacturer shall be included with the bid.

The SCBA shall maintain all NIOSH standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.

2.1 Approvals

The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN).

The SCBA shall be compliant to the NFPA 1981, 2017 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.

The SCBA shall be compliant to the NFPA 1982, 2017 Edition, Standard on Personal Alert Safety Systems.

All electronic components shall be approved for Intrinsic Safety under the 6th edition of UL 913 Class I, Groups C, D, E, F, and G, Hazardous locations.

2.2 Warranty

The unit shall be covered by a warranty providing protection against defects in materials or workmanship.

This warranty shall be for a period of 15 years on the SCBA including electrical components shall be warranted for five years.

2.3 Face piece

The face piece shall be approved for use with multiple respiratory applications to enable the same user to switch from one application to another without the use of tools and without doffing the face piece.

The full face piece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference.

The full face piece assembly shall be available in three sizes marked “S” for Small, “M” for medium, and “L” for Large. The face piece assembly, including head harness, shall be latex free.

The face piece shall contain inhalation valves that are readily visible to enable quick visual inspection.

The lens shall be a single, replaceable lens constructed of a non-shatter type polycarbonate material. In accordance with NIOSH 42 CFR part 84, the face piece shall meet penetration and impact requirements, including compliance with ANSI Z87.1 – 2010.

The lens shall have a coating to resist abrasion and chemical attack and meet the requirements of NFPA1981, for lens abrasion.

The lens shall have an internal anti-fog coating to reduce fogging of the lens.

The head harness shall be a five-point suspension made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection, and be constructed of a para-aramid or similar material for fire, first responder and CBRN applications.

2.4 Mask-Mounted Regulator

The facepiece-mounted positive pressure breathing regulator shall supply and maintain air to the facepiece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure static.

The breathing regulator shall maintain positive pressure during flows of up to 500 standard liters per minute. The regulator shall also meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters.

The regulator shall be available with a quick connect coupling in line for use with the optional outlet manifold and accessory hose to allow the breathing regulator to be disconnected from the unit and reconnected to the auxiliary hose of a second unit in the event rescue is required.

The quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions. The quick connect coupling shall not allow the air hose to be connected without the HUD connection. The coupling shall also be guarded against inadvertent disconnect during use of the equipment.

The low-pressure hose shall be equipped with a swivel attachment at the facepiece mounted regulator.

The user shall hear an audible sound when the regulator is attached correctly to the facepiece.

The regulator shall be equipped with a gasket which provides a seal against the mating surface of the facepiece.

The regulator cover shall be fabricated of a flame resistant, high impact plastic.

The breathing regulator shall have a demand valve to deliver air to the user, activated manually or in response to the user's respiration.

A purge valve shall be situated at the inlet of the breathing regulator and shall be capable of delivering airflow of between 125 and 175 standard liters per minute.

The components of the breathing regulator shall be constructed of materials that are not vulnerable to corrosion.

The flame resistant cover shall contain an air saver switch and pressure demand bias mechanism. It shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales. This device shall not affect the breathing flow through the system while in operation.

2.5 End of Service Time Indicator (EOSTI)

The SCBA shall have two end-of-service time indicators (EOSTI) - an audible alarm and a Heads-Up Display (HUD).

The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm. The primary EOSTI shall be located in the Facepiece-Mounted Positive Pressure Regulator. This alarm device shall indicate either low cylinder pressure (33% +5%, -0%).

The HUD shall serve as the secondary EOSTI indicator. The HUD shall be powered by the SCBA's single power supply. It shall be mounted in the user's field of vision on the Facepiece-Mounted Positive Pressure Regulator. The HUD shall have a low battery indication that is distinct and distinguishable from the bottle pressure indications.

2.6 Harness and Backframe Assembly

A lightweight, lumbar support style backframe and harness assembly shall be used to carry the cylinder and valve assembly.

The backframe shall be a solid, one-piece frame that is contoured to follow the shape of the user's back.

The backframe shall include a latch assembly to secure 45, 60, or 75 minute cylinders.

The harness assembly shall incorporate parachute-type, quick-release buckles and shall include shoulder and hip pads. The harness shall include a seat-belt type waist attachment.

2.7 Rapid Intervention Connection

The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2013 edition of the NFPA 1981 Self-Contained Breathing Apparatus standard.

The RIC/UAC shall be an integral part of the high-pressure hose that attaches the cylinder valve to the first stage pressure reducer.

The RIC/UAC inlet connection shall be within 4" (4 inches) of the tip of the CGA threads of the cylinder valve.

The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA.

The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.

2.8 Cylinder

Cylinder threads shall be straight with an O-ring or quad-ring gasket type seal.

The cylinder valve shall be a "fail open" type, constructed of forged aluminum and designed such that no stem packing or packing gland nuts are required. It shall contain an upper and lower seat such that the pressure will seal the stem on the upper seat, thus preventing leakage past the stem. No adjustment shall be necessary during the life of the valve.

The cylinder valve outlet shall be a modification of the Compressed Gas Association (CGA) standard threaded connection CGA 347 for 4500 systems enabling quick attachment to the 1st stage regulator without the use of tools using a gloved hand. The valve shall be constructed such that damage will not occur if the coupling is over-torqued by hand.

Each cylinder valve shall consist of the following:

- 1) a hand activated valve mechanism;
- 2) an upstream connected frangible disc safety relief device;
- 3) a dual reading pressure gauge indicating cylinder pressure at all times;
- 4) an elastomeric bumper;
- 5) an angled outlet.

Carbon Wrapped

The cylinder shall be manufactured in accordance with DOT specifications and meet the requirements with working pressures of 4500.

The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.

The cylinder shall be a 45-minute duration based on the NIOSH breathing rate of 40 liters per minute (l pm).

Cylinders shall be marked with a reflective WTFR in 3' inch letters and numbered starting with 56-01 thru 40.

WTFR
56-01

2.9 Personal Alert Safety System

The PASS Device shall be compliant to the NFPA 1982, 2017 Edition Standard on Personal Alert Safety Systems. Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder.

The system shall feature a “hands-free” reset capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alert mode.

The battery life of the SCBA with PASS only shall be no less than 200 hours. The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.

The PASS System shall be upgradeable to include a 2.4 GHz integrated locator system.

2.10 Console

The console shall be located on the user’s right side shoulder strap. The console shall contain a pressure gauge that is automatically turned on by opening the cylinder valve.

The console shall display to the user the following:

- Pre-Alarm: alternating red flashing LED’s;
- Full Alarm: dual flashing red LED’s and a flashing PASS icon;
- Low Battery: red flashing LED’s;
- Normal System Operation: flashing green LED.

The console shall dim and brighten the HUD as the environment changes.

The console shall contain push buttons for user interface. The push buttons shall be designed to minimize accidental activation. A color-coded push button shall permit system reset. A color-coded push button shall permit manual activation of the full alarm mode.

2.11 Sensor Module

The sensor module shall contain a motion sensor that is sensitive to user movement or reset to reduce false activations. The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual indicators.

The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection. The visual indicators on the sensor module shall flash green during normal operation.

The visual indicators shall flash:

- 1) when the device is in pre-alert;
- 2) when the device is in full-alert;
- 3) when the SCBA has reached 1/3 bottle pressure.

2.12 Emergency Breathing Support System “Buddy Breathing”

The Dual Emergency Breathing Support System (EBSS) shall be approved to NIOSH 42CFR, Part 84 and NFPA 1981, 2017 Edition.

The Dual EBSS shall have one of each of the following requirements:

- 1) a manifold with one each of a female socket and male plug, both of which have check valves,
- 2) 36” minimum low-pressure hose,
- 3) a pouch for storing the hose, and
- 4) a dust cap for the female socket and male plug.

The Dual EBSS system shall be capable of allowing for six feet of hose between like systems.

The female socket and male plug shall have spacing, no less than 15° off-center. The female socket shall have a double action to disengage, noted as a “push-in/pull-back”. The female socket shall have an internal check valve. The male plug shall have an external check valve.

The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.

The containment system shall include a pouch and shall be made of materials and shall be capable of storing 36” of hose. The pouch shall be attached to the SCBA.

2.13 Electronic Voice Amplifier

The respirator shall have a facepiece-mounted voice amplification device to electronically project the user’s voice.

The voice amplification device shall be mounted to the facepiece by means of a bracket that is secured around the voice emitter of the facepiece. The device shall contain a mounting fixture that enables the user to insert the voice amplifier into the bracket and secure it.

The device shall be able to be upgraded to a voice amplifier, radio interface, and stand alone radio communication system that all reside in a single housing with a single power source.

The device shall provide audible tones to indicate that the system has been energized, de-energized and to provide a low battery indication.

Batteries shall be contained in a gasketed compartment secured in place by means of a fastener. The door of the battery compartment shall be user-replaceable.

The device shall contain an automatic shut down function that de-energizes the voice amplifier approximately 20 minutes after the last time the user speaks.

Designed to conserve battery life when a user forgets to turn off the voice amplifier, the voice amplifier shall be reactivated after shut down by pressing the on/off switch.

The amplifier shall contain a custom speaker designed for pushing sound through background noises commonly found at emergency events.

The device shall be able to provide a minimum speech transmission index (STI) score of 0.60 or higher.

2.14 Sensor Module

The sensor module shall contain a motion sensor that is sensitive to user movement or reset to reduce false activations.

The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual indicators.

The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.

The visual indicators on the sensor module shall flash green during normal operation.

The visual indicators shall flash:

- 1) when the device is in pre-alert;
- 2) when the device is in full-alert; and
- 3) when the SCBA has reached 1/3 bottle pressure.

PROPOSAL FORM

The following bid proposal is being submitted to:

for the purchase of 20 self contained breathing apparatus with face piece and spare cylinder, and additional equipment described below in accordance with the General Requirements and Specifications set forth in the request for bids.

Make and Model of SCBA system being bid:

Total delivered price: _____.

Bid firm _____ days.

Delivery time _____ calendar days after receipt of order.

Payment terms: _____.

Dealer name: _____

Address: _____

Telephone: _____ FAX: _____

Are you an Equal Opportunity Employer? YES ___ NO ___

Nearest service center:

List, step by step, warranty service policy: (use attachments as necessary)

Name & Title of Bidder: _____

Signature: _____ Date: _____

BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as principal, and _____ as sureties, are hereby held and firmly bound unto as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as

“Wayne Township purchase of Self Contained Breathing Apparatus”.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named principal has submitted a bid on the above referred project;

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays the obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid, or costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligations shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED this _____ day of _____, 2019_.

PRINCIPAL: _____

BY: _____

TITLE: _____

SURETY: _____

BY: _____

Attorney-in-Fact

SURETY COMPANY ADDRESS:

Street _____

City _____ State _____ Zip _____

SURETY AGENT'S ADDRESS

Agency Name _____

Street _____

City _____ State _____ Zip _____

**AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042
OF THE OHIO REVISED CODE**

Wayne Township purchase of Self Contained Breathing Apparatus

_____, _____,
(PLEASE TYPE OR PRINT NAME OF FIRM) (AGENT/OWNER FOR FIRM)

Personally appeared before me, the undersigned, a Bidder in competitive bedding for a Construction Contract to be let by the [County of Clermont, Ohio] [Wayne Township Trustees], who, being duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Clermont County, Ohio:

- (1) That the above mentioned firm and its owner/agent at the time of making his/her Bid (Proposal) on the aforementioned Contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County, Ohio.
- (2) That this statement is made in compliance with Section 5719.042 of the Ohio Revised Code to be incorporated into the Contract between the parties as provided in Section 5719.042 of the Ohio Revised Code.
- (3) That pursuant to §9.24 of the Ohio Revised Code, if the project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in §9.24 ORC.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____ day of _____, _____.

(NOTARY PUBLIC)

My Commission expires on _____, _____.

(SEAL)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

Wayne Township purchase of Self Contained Breathing Apparatus

_____, _____,
(PLEASE TYPE OR PRINT FULL NAME) (TITLE/POSITION)

being duly sworn, does depose and say the following:

1. He/She is _____,
(OWNER/AGENT) (TITLE/POSITION)

The bidder that has submitted the attached Bid or Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid (Proposal);

3. Such Bid (Proposal) is genuine and is not a collusive or sham Bid (Proposal);

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid (Proposal) in connection with the Contract for which the attached Bid (Proposal) has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid Price or Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Board of Clermont County Commissioners or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid (Proposal) are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the Part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

(SIGNATURE)

(TITLE/POSITION)

Sworn to me this _____ day of _____, _____.

(NOTARY PUBLIC)

My Commission expires on _____.

(SEAL)

BID INSTRUCTIONS

The bidder hereby agrees that the Wayne Township Trustees have the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness used in computing the lowest and best bid.

Signature of Bidder _____

BUSINESS ADDRESS OF BIDDER:

CERTIFIED CHECK OR BOND

Certified check or bond in the amount of _____ dollars on _____
_____ Bank of _____ deposited herewith.

Bidder _____

**ALL BIDS NOT IN CONFORMITY WITH THESE PROVISIONS
WILL BE REJECTED**

