INVITATION TO BID

State of Ohio
Department of Administrative Services
General Services Division
Office of Procurement Services

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.

<table>
<thead>
<tr>
<th>BID NUMBER</th>
<th>OPENING DATE (1:00 p.m.)</th>
<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>0B102420</td>
<td>April 6, 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

General Services Division
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395

Attn: Bid Desk

REQ./INDEX NO.  DPS8402
BID NOTICE DATE  March 16, 2020

SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)

☐ E-Mail  ☐ Fax

In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days".

BILL TO:
Dept. of Public Safety Fiscal Section 2
PO Box 182074
Columbus, OH 43209-2713

SHIP TO:
Ohio State Highway Patrol
1583 Alum Creek Drive
Columbus, OH 43209

DELIVERY REQUESTED
F.O.B./DEST. P.P.D.  45 Days ARO

DELIVERY OFFERED (IF DIFFERENT)

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:

PAPR AND SCBA EQUIPMENT

QUANTITY AND DURATION: This Invitation to Bid, which is not a contract, is considered to be a one-time procurement offer for the product(s)/service(s) as listed herein. The successful Contractor may commence performance of the awarded contract upon receipt of an official State of Ohio Purchase Order (ADM0523/ORDE). Upon completion of the contract and upon receipt of proper invoices, payment will be provided by the ordering agency. The contract will then be considered as complete and no further purchases may be placed against the contract. With the exception of approved overrun/underrun tolerances, any deviations from the quantity listed in the awarded contract shall not be permissible nor acceptable.

INSTRUCTIONS TO BIDDERS and STANDARD TERMS AND CONDITIONS, Revised 05/29/2019, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.

Contract Components. Once awarded, the Contract will consist of: the complete Invitation to Bid, including the Instructions to Bidders, the Standard Contract Terms and Conditions, any Special Contract Terms and Conditions, the bid specifications and any written addenda or amendments to the Invitation to Bid or Contract; the completed competitive sealed bid, including proper modifications, clarifications and samples; and applicable, valid State of Ohio purchase orders or other ordering documents (“Contract”).

INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, http://procure.ohio.gov/. Locate the “Quick Links” menu on the right, select “Bid Opportunities Search”, Step 1, enter the “Bid Number”; Step 2, click “Search”; Step 3, click the “Document/Bid Number.” The “Submit Inquiry” button is at the bottom right of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the “View Q & A” button located beneath the “Submit Inquiry” button.

PRINTED/TYPED SIGNATURE  AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY)  DATE

The original signed bid must be submitted to the Office of Procurement Services by 1:00 o’clock p.m. on the above listed opening date to receive consideration for award. It is requested that the bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understand and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

Rev. 05/29/19
CERTIFICATION STATEMENTS

Bidders claiming preference for Domestic Source End Products, the Ohio preference, and/or the Veteran Friendly Business Enterprise (VBE) must complete the following information. Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment. The state reserves the right to clarify any information during the evaluation process.

***BIDDERS MUST COMPLETE THE APPROPRIATE CERTIFICATION BELOW TO RECEIVE THE PREFERENCE.***

A. DOMESTIC PREFERENCE (BUY AMERICAN): Revised Code 125:11 and Administrative Code 123:5-1(K)
[Not applicable to “Excepted Products”]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
   □ United States: ________(State)  □ Canada  □ Mexico  (Go to B-1)
   □ Other: (Specify Country)___________________________ (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued. □ Yes (Go to Section B-1) □ No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

   ____________________________________________ (Item)  _________________(Country of Origin)
   ____________________________________________ (Item)  ______________________(Country of Origin)

B. OHIO PREFERENCE (BUY OHIO): Revised Code 125:09 and Administrative Code 123:5-1-06

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio. □ Yes □ No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio. □ Yes (Answer a, b, c, d below) □ No (Go to B-3)
   a) Bidder has paid the required taxes due the state of Ohio □ Yes □ No
   b) Bidder is registered with the Ohio Secretary of State □ Yes (Charter/Registration No.: ______________________) □ No
      Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: http://sos.state.oh.us/
   c) Bidder has ten or more employees based in Ohio or border state. □ Yes □ No (Go to B-2d)
   d) Bidder has seventy-five percent or more employees based in Ohio or border state. □ Yes □ No (Go to B-3)

3. Border state bidder:
   □ Yes (Specify which state then go to B-2c):  □ KY  □ MI  □ NY  □ PA  □ IN  □ No (Go to B-4)

4. Border state bidder: mined products mined in respective border state □ Yes  □ No  □ Not Applicable

C. VETERANS PREFERENCE (BUY VETERAN): Revised Code 9.318 and Administrative Code 123:5-1-16

Is the bidder a certified Veteran Friendly Business Enterprise as defined in Administrative Code 123:5-1-01(KK) □ Yes □ No
SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the “Instructions to Bidders”. In addition, the state will: multiple the quantity of each line by the unit price offered to arrive at the total cost for each line, which will then be added together to arrive at the total cost for both items.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by specified manufacturer brand pursuant to Ohio Administrative Code 123:5-1-10(K). No other brands of products will be acceptable.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within 45 days after receipt of order. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

BID AUTOMOBILE LIABILITY CHECKLIST:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- [ ] Bidder/Broker (“The Contractor”) or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of $500,000.00. (This number may be increased as necessary.)

- [ ] Goods/Services will be delivered via common carrier.

- [ ] No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.
I. SCOPE: The Ohio Department of Public Safety (ODPS) / The Ohio State Highway Patrol (OSHP) is seeking to purchase Powered Air Purifying Respirator (PAPR) systems and Self-Contained Breathing Apparatus (SCBA) systems for OSHP’s Special Response Team (SRT). These purchases are to replace aging equipment in the OSHP’s Special Response Team’s inventory.

II. Requirements:

A. PRODUCTS

All items are required to work with AVON FM54 Respirators.

1. AVON MP-PAPR (Combination System Powered Air Purifying Respirator)

Each AVON MP-PAPR must meet at a minimum the following:

a. Unit Size must be no larger than 16.5" L x 4.5" H x 5.5" W.
b. Unit weight with no battery or filter no more than 2.82 lbs.
c. Must have a minimum operational temperature of between -26°F to 120°F.
d. Must have at a minimum the following Alarms (All of which must be capable of being silenced):
   i. Low Battery
   ii. High Resistance
   iii. Restricted Flow

e. Must be constructed of Chemical, Biological, Radiological and Nuclear Defense (CBRN) hardened Butyl and Noryl.
f. Must be capable of providing a Protection Factor of 10,000 (PAPR On) and 2,000 (PAPR Off).
g. Must include the AVON PAPR Back Harness.
h. Must be capable of a minimum flow rate of 120 lpm (liters per minute) controlled flow.
i. Must include a crush proof hose with close fit 40mm (STANAG) APR connection, one size fits all.
j. Must include the AVON EZAir Blower.
k. Must include the AVON Flexible PAPR Module.
l. Must include the AVON Universal Hose.
m. Must include the AVON Universal Hose Cover.
n. Must include the AVON Flow Meter.
o. Must meet National Institute for Occupational Safety and Health (NIOSH) CBRN PAPR Statement of Standard and Title 42 CFR 84 with an AVON FM54 Respirator.
p. Must be capable of using a CR-123 replaceable battery as its power source.

2. AVON ST54 Self-Contained Breathing Apparatus (SCBA)

Each AVON ST54 SCBA must meet at a minimum the following:

a. Must have the capability to attach the CS-PAPR to this unit.
b. Must be capable of accommodate a variety of DOT approved stealth black cylinders from 4500-5500psi; 30, 45, 60, and 70-minute durations.
c. Must include a remotely accessible, chest mounted pressure gauge for monitoring pressure.
d. Must include a whistle end of service alarm which has the option to be disabled.
e. Harness must be made of Kevlar webbing with stainless steel and nylon hardware.
f. Backframe must include quick disconnect buckles.
g. Must include a Black cylinder bag capable of fitting a 4500 PSI, 60-minute tank.
h. Each SCBA must come with a cylinder meeting the following:
   i. Free Air Capacity of 2462 liters/ 88 cu. ft.
   ii. NIOSH Rated Duration @ 40 lpm of 60 minutes.
   iii. Cylinder Diameter of 6.9 in.
   iv. Cylinder and Valve Charged weight of 19.2 lbs.
   v. Cylinder material to made of fully wrapped carbon, black.
   vi. Must carry a National Institute for Occupation Safety and Health (NIOSH) Industrial Approval under the provisions of 42 CFR 84 TC-13F.
i. Breathing Performance metrics in SCBA Mode:
   i. Breathing Rate of 103 lpm.
   ii. Environmental Range of -30°C to +60°C.
   iii. Able to sustain positive pressure down to 10 Bar (145psi) cylinder pressure.
SPECIFICATIONS

B. WARRANTY

The Contractor shall furnish the MP-PAPR and SCBA units with the manufacturer’s owner service policies and warranties, any necessary components/hardware, and the installation and/or assembly of the equipment, and components/hardware.

1. The warranty for the MP-PAPR and SCBA units shall be greater of: manufacturer’s standard warranty, the warranty that is standard to the industry, or one year after date of acceptance by the Agency.

2. The warranty of the MP-PAPR and SCBA units shall provide that all repairs and replacements needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives for a period of one (1) year after the later of: final delivery and acceptance. The warranty also provide that all necessary service adjustments shall be made promptly without charge by authorized service representatives with seven (7) days after requested by the Agency.

3. All MP-PAPR and SCBA parts and systems shall be covered by a warranty providing that all replacement parts and repairs due to defects in material or workmanship shall be furnished and installed promptly without charge by an authorized service representative within the first year after the delivery and acceptance of the MP-PAPR and SCBA units.

4. Contractor will be responsible for all warranty-related expenses incurred, if necessary, including pick-up and return, transportation and/or service calls, for repair of any of the equipment, or components thereof, while said equipment is under warranty.

C. MANUALS

The Contractor shall provide with each MP-PAPR and SCBA unit the manufacturer’s manual and care instructions.

D. DELIVERY

The CS-PAPR and SCBA units shall be delivered to the Ohio Department of Public Safety, State Highway Patrol Division, 1583 Alum Creek Drive, Columbus, OH 43209-2713. All units will be inspected and verified prior to final acceptance of delivery.
BID PRICE SCHEDULE:

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>QTY.</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>18</td>
<td>EA</td>
<td>AVON MP-PAPR (Multi-Position Powered Air Purifying Respirator)</td>
<td>$________</td>
</tr>
<tr>
<td>2.</td>
<td>10</td>
<td>EA</td>
<td>AVON ST54 Self-Contained Breathing Apparatus</td>
<td>$________</td>
</tr>
</tbody>
</table>

All costs and/or prices must be in U.S. Dollars.
The state of Ohio (the State) will not be responsible for any costs not identified.