



MTAA

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL | BILLARD AIRPORT
AIRPORT & BUSINESS CENTER

METROPOLITAN TOPEKA AIRPORT AUTHORITY

TOPEKA REGIONAL AIRPORT & BUSINESS CENTER
PHILIP BILLARD AIRPORT

TOPEKA, KANSAS

SPECIFICATIONS

FOR

Self-Contained Breathing Apparatus (SCBA)
and
Associated Equipment

September 11, 2019

TABLE OF CONTENTS

1. Invitation for Bids
2. Information for Bidders
3. Specifications
4. Proposal
5. Contract

INVITATION FOR BIDS

Pursuant to Resolution No. 18-264 of the Metropolitan Topeka Airport Authority (MTAA), which sets bidding procedures, this notice is being published in the Topeka Capital-Journal newspaper, has been sent to all known active prospective bidders and is posted on the MTAA website at www.mtaa-topeka.org.

Sealed bids will be received for the item herein listed by the President, 6510 SE Forbes Ave., Ste. 1, Topeka, Kansas 66619, until 10:00 AM CDT on September 11, 2019, at which time they will be publicly opened and read. Proposals received after the bid closing time will not be considered.

ITEM FOR BID:

Self-Contained Breathing Apparatus (SCBA) and Associated Equipment

The Board of Directors of the Metropolitan Topeka Airport Authority reserves the right to reject any or all bids or any part or parts thereof and to waive informalities.

INFORMATION FOR BIDDERS

1. Sealed bids must be addressed to the President, Metropolitan Topeka Airport Authority, Topeka, Kansas, and endorsed on the envelope "Proposal for Self-Contained Breathing Apparatus (SCBA)". The bidder's name and address shall also appear on the envelope.
2. Each bidder shall state in his Proposal his name, name of business, and the exact post office address. Anyone signing a Proposal as an agent for another must file with the Proposal acceptable evidence of his authority to do so.
3. The equipment to be furnished under this contract shall be delivered within the specified calendar days as set forth in the Specifications. This period of time will be counted as commencing Ten (10) days from the award of contract by the MTAA. The MTAA reserves the right to waive technicalities under this provision.

The time hereinabove fixed for the completion of the contract will be extended only upon written application by the bidder requesting such extension. Said written application by the bidder shall fully explain the necessity for the required increase of time. Such extension will only be granted as a result of strikes, unavailability of properly ordered materials, or other causes over which the bidder has no control. The Metropolitan Topeka Airport Authority President's decision regarding such extension shall be final and binding upon both parties.

4. Before the award of the contract, the successful bidder will be required to satisfy the MTAA as to experience and ability to furnish the equipment as specified.
5. The bidder shall base the bid on equipment to be furnished complying fully with the Specifications.
6. If any person who contemplates submitting a bid for this contract is in doubt as to the true meaning of any part of the Specifications or other proposed documents, he may submit to the Metropolitan Topeka Airport Authority's President a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The buyer

will not be responsible for any other explanation or interpretation of the proposed documents.

7. The documents included in the contract for this bid include the Specifications on file with the President, MTAA; the Proposal and Contract hereto attached; Invitation to Bid and Information to Bidders.
8. Payment of Kansas State Sales Tax of Compensating (Use) Tax is not necessary and should not be included in unit prices bid for the equipment to be furnished under these specifications.
9. Guarantee: The bidder shall maintain parts and make all necessary repairs to the equipment where repairs are necessary by reason of defective workmanship; imperfection in material; or improper, imperfect, or defective preparation, for the warranty period.
10. No trade in on this bid.
11. The equipment must meet all OSHA safety standards. Delivered to Topeka Regional Airport, Topeka, Kansas.
12. The Board of Directors of the Metropolitan Topeka Airport Authority reserves the right to reject any or all bids, or any part or parts thereof, and waive informalities.

SPECIFICATIONS

SELF-CONTAINED BREATHING APPARATUS (SCBA) AND ASSOCIATED EQUIPMENT

MINIMUM REQUIREMENTS

1. **GENERAL** – The purpose of this specification is to solicit bids for self-contained breathing apparatus (SCBA) and associated equipment.
2. **CERTIFICATIONS AND APPROVALS** – The equipment shall meet all requirements and be fully compliant with NFPA 1981 standard on open circuit, self-contained breathing apparatus, and 2013 edition. All spare components, including cylinder and valve assemblies, or other spare components installed onto the SCBA will maintain all NIOSH/MSHA and NFPA certifications. The SCBA shall be certified by NIOSH/MSHA as conforming to the code of Federal regulations, 42 CFR 84. This apparatus, without modification, shall be NIOSH/MSHA certified. Units equipped with integrated pass must meet the requirements of NFPA 1982, 2013 edition.
3. **WARRANTIES** – All components for both Scott X3 4500 and the MSA G1 4500 systems shall be offered with nothing less than standard manufacturer warranties as offered by each respective entity. Each bidder shall provide with their bid a full list of applicable warranties specific to each component and repair parts.
4. **TRAINING** – The successful bidder shall provide as part of their offer, complete on-site instructional training for the operation and daily maintenance for each of the department's sworn personnel. The successful bidder shall provide as part of their offer, complete training for three (3) SCBA technicians in the maintenance and repair of the proposed SCBA systems. The complete training for three (3) SCBA technicians may take place at the assembly location or be provided on-site. All airfare, lodging, and meals shall be at the expense of the successful bidder. The successful bidder shall provide recertification training for the three (3) SCBA technicians for the duration of the warranty of the purchased systems.

Manufacturer will provide:

- initial training designated train-the-trainer personnel on all purchased equipment;
- technical training annually and as updated are released for all purchased equipment; and
- multimedia educational materials for training personnel on all purchased equipment.

No gratuities, gifts or anything of value may be offered to MTAA employees. Failure to abide by this is a violation of MTAA policy and may result in disciplinary action for any employee accepting gratuities or gifts and will result in cancellation of the purchase order, contract or both.

5. **FIT TESTING** – Manufacturer or fully trained manufacturer's representative(s) shall perform a quantitative fit testing, as recognized by current industry standards, on all MTAA Fire Department Firefighters. This testing shall be performed at the Airport Fire Station.
6. **MAINTENANCE AND ANNUAL MAINTENANCE COSTS** – Bidder shall fully disclose all recommended and/or required annual maintenance and provide in spreadsheet format, all maintenance costs per fifteen years. Replacement parts and wear items such as straps, face shields, batteries, etc. are not to be included, only annual or required maintenance (PM schedules, etc.) and associated costs. Bidder shall provide for shipping at no cost to and from a repair facility if necessary.

Warranty Repairs shall be completed within one (1) week unless prior approval from the appropriate SCBA Administrator(s) has authorized extended repair time frame. A replacement loaner SCBA shall be provided if requested by SCBA Administrator(s).

7. **SPARE PARTS** – Bidder shall provide a written plan and provide for a minimum inventory of spare parts that can be used for repairs by the department's trained SCBA technicians. Bidder shall also provide a complete spare parts listing, provide any specialty tools required for air pack maintenance, and where spare parts are to be obtained. Bidder shall also provide information regarding what spare parts is covered and which parts aren't covered by the standard manufacturer's warranties.

8. **LIFE-CYCLE COST ANALYSIS** – Bid will be analyzed and awarded to the low responsible bidder as determined through Life-Cycle analysis for a ten (10) year period. Bidders must provide total cost of ownership for a ten (10) year period that included purchase price, mandatory parts replacement, recommended parts replacement, mandatory testing, and any other known costs of ownership.
9. **BASE BID COMPONENTS AND QUANTITIES**

BASE BID COMPONENT	QUANTITY
Complete self-contained breathing apparatus consisting of the following major sub-assemblies: 4,500 PSI/45 minute carbon fiber cylinder with high-visibility luminescent markings and quick connect connections; full face piece assembly HUD integrated electronics with Kevlar hair net and four-point suspension (Scott AV-3000 HT or MSA G1); automatic pressure reducing regulator, low pressure alarm and purge valve; lightweight back frame assembly and Kevlar harness assembly with chest strap (Scott lightweight alloy or MSA airframe single pull and lumbar pad); fully integrated PASS device, shoulder strap mounted, backlit remote gauge indicating cylinder pressure; emergency breathing system with 36" hose male and female connections or two (2) hook ups with pouch; 3' quick fill hose; and a rapid intervention crew/universal air connection (RIC/ VACC).	26
Voice amplifiers, if voice amplification is not integrated into the SCBA frame/harness.	19
Full face-piece assembly with Kevlar hairnet and four-point suspension as specified.	19
4,500 Psi/45 min carbon fiber cylinders with quick connect.	52
Portable-air-Supply system with soft case (RIT) to include 4,500 Psi 60 minute carbon fiber cylinder with valve assembly, 25' low pressure hose with RIC/VAC connectors. Quick Fill/Charge Adapter with high pressure coupling, pressure reducer and mask mounted CBRN rated regulator.	1
Adapter for Fill Station	1

10. **APPROVED EQUAL** – The City of Topeka conducted testing and evaluation that resulted in the approval of the Scott X3 4500 and the MSA G 1 4500 systems. The Metropolitan Topeka Authority (MTAA) has reviewed the Topeka Fire Department's testing and evaluation and agrees with the results. Bidders offering to supply other than the approved make and model must supply a detailed description of the equipment being offered. For purposes of comparison a separate list of all deviations to this specification must be attached to your bid document. Prior to bid award an on-site demonstration of the equipment offered may be requested. All bidders offering other than the approved model listed will be required to provide an on-site demonstration to verify that their unit complies with all specification requirements before their bid will be considered. Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.

Bid Proposal

For

Project or Bid Item

Date

Name of Bidder

Base Bid Price

To The

Metropolitan Topeka Airport Authority

1. The undersigned proposes to furnish new equipment and to conform to general specifications as contained in the Proposal and as follows:

(Provide a general description of item bid.)

(Provide a general description of any components of the bid item that do not meet the Specifications.)

(Provide a general description of any components of the bid item that exceed the Specifications.)

2. If notified of the acceptance of this Proposal within 10 days, the undersigned agrees to execute a contract for the work within 7 calendar days after receipt of notification.

3. In the event the bidder fails to execute the contract within the time set forth above, the undersigned agrees the Bid Security shall become the property of the MTAA, as liquidated damages for the delay and additional expense to the MTAA caused thereby.

The undersigned hereby declares that he has examined the Contract Documents, and submits this Proposal in compliance therewith. The undersigned understands that his competence and responsibility, as well as any other factors of interest to the MTAA may be a consideration in making the award. The MTAA reserves the right to reject any or all proposals and to waive technicalities concerning the proposal received as it may be in its best interest to do so.

Name

Delivery Date

Address

Telephone Number

Email Address

By_____

Title_____

CONTRACT

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Metropolitan Airport Authority, hereinafter referred to as the "MTAA", and _____, hereinafter referred to as the "Contractor".

ARTICLE I

According to authorization of the MTAA Board of Directors and as advertised in the Topeka Capital-Journal on the 19th day of August, 2019, and due consideration given on said bids, the MTAA Board of Directors, meeting in regular session, on the 17th day of September, 2019 did accept the Proposal of the Contractor for _____ Dollars and ____ Cents for the purchase of the equipment bid as **Self-Contained Breathing Apparatus (SCBA) and Associated Equipment.**

Said Proposal is on file in the MTAA Office and is a part of this contract and as such is the lowest and best bid of those submitted.

ARTICLE II

It is hereby mutually agreed between the MTAA and the Contractor.

That:

- A. In accordance with the terms, conditions, specifications and price quotation as contained in the Specifications and the Proposal, the MTAA awards the bid to _____ and _____ accepts this contract.
- B. The agreed price under this contract is _____ as shown on the Proposal and pertinent documents made a part here within.
- C. The MTAA will pay the Contractor the contract price as here within specified within 45 days, providing official acceptance and the submission of invoice, inclusive.

ARTICLE III

It is further agreed by and between the MTAA and the Contractor that time and punctuality are essential elements of this contract and that the parties will perform the obligations assumed by them as and when provided by the terms and conditions of the Proposal and Specifications.

IN WITNESS WHEREOF, the parties affixed their signatures this _____ day of _____, 2019.

METROPOLITAN TOPEKA AIRPORT AUTHORITY

ATTEST:

"MTAA"

MTAA Secretary or Designee

Chairman of the Board of Directors
or authorized representative

Date

CONTRACTOR

ATTEST:

Contractor Secretary or Designee

Contractor or authorized representative

Date

MTAA:

STATE OF KANSAS)
)SS:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned Notary Public in and for the County and State aforesaid came **Eric M. Johnson** of **THE METROPOLITAN TOPEKA AIRPORT AUTHORITY**, who is personally known to be the same person who executed the above contract, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL)

Notary Public

My appointment expires: _____.

CONTRACTOR:

STATE OF KANSAS)
)SS:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned Notary Public in and for the County and State aforesaid came (Print Name) _____ of _____, who is personally known to be the same person who executed the above contract, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL)

Notary Public

My appointment expires: _____.

STANDARD PROVISIONS INCORPORATED
INTO CONTRACTS WITH THE
METROPOLITAN TOPEKA AIRPORT AUTHORITY

The Metropolitan Topeka Airport Authority ("MTAA") and the undersigned contractor/vendor ("Contractor/Vendor") agree that the following provisions are incorporated into and made a part of their agreement dated the _____ day of _____, 2019 and to which this document is attached (the "Agreement").

1. To the extent that any term of this document is inconsistent with any term of the agreement to which it is attached, the term of this document shall control.
2. The MTAA is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* If sufficient funds are not appropriated to continue the functions contemplated by the Agreement or for the payment of the charges hereunder, the MTAA may terminate the Agreement at the end of its current fiscal year. The MTAA agrees to give written notice of termination to the Contractor/Vendor at least thirty (30) days prior to the end of its current fiscal year. The Contractor/Vendor shall have the right, at the end of such fiscal year, to take possession of any of its equipment, leased or otherwise, provided to the MTAA under the contract. The MTAA will pay to the Contractor/Vendor all regular, contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the Agreement by the MTAA, title to and possession of any equipment purchased by the MTAA, under contract, but not fully paid for, shall revert to the Contractor/Vendor at the end of MTAA's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the MTAA or the Contractor/Vendor.
3. The Contractor/Vendor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and not to discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in hiring, employment practices or in the administration of its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase

“equal opportunity employer”; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of subparagraph (c) above; (f) that a finding by an administrative agency or court of competent jurisdiction that the Contractor/Vendor has failed to comply with the requirements of subparagraph (a) above or a failure by the Contractor Vendor to comply with any of the requirements of subparagraphs (b), (c) or (d) above shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended in whole or in part by the MTAA.

- 4. The MTAA shall not be responsible for, nor indemnify for, any federal, state or local taxes which may be imposed or levied upon the subject matter of the Agreement.
- 5. The MTAA shall not be required to purchase, any insurance against loss or damage to any personal property to which the Agreement relates, nor shall the Agreement require the MTAA to establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the Contractor/Vendor shall bear the risk of any loss or damage to any personal property to which the Contractor/Vendor holds title.

VENDOR/CONTRACTOR:

Print Name: _____
Title: _____
Date: _____

METROPOLITAN TOPEKA AIRPORT AUTHORITY

By: _____
Title: _____
Date: _____