

Lexington-Fayette Urban County Government Lexington, Kentucky Horse Capital of the World

Division of Procure	ement	Dat	e of Issue: June 16, 2025
	INVITA	ATION TO BID # 83-2025 Thermal Imaging Car	meras
Bid Opening Date: Address:	June 30, 20 All bids mu	025 St be submitted on line at https://lexingtonky.ionwave.net/	Time: 10:00 AM
Type of Bid:	Price Contr	ract	
Pre Bid Meeting: Address:	N/A N/A	Pre Bid Time	e: N/A
be submitted/uploade	ed by the abov shipping, han	nline at https://lexingtonky.ionwave.net/ until 2:00 PM , prevailing local te-mentioned date and time. Idling and associated fees to the point of delivery (unless otherwise specially).	
Bid Special	fications Met	Check One: Exceptions to Bid Specifications. Exceptions shall be itemized and	Proposed Delivery: 30 days after acceptance of bid.
		e Lexington-Fayette Urban County Government may be using Procurements. Will you accept Procurement Cards?	nent Cards to purchase goods and No
To expedi	te award, t	he forms in this document should be completed and uplo	paded with your bid.
Submitted	by:	America's Bravest Equipment Co.	
		PO Box 1451	
		Address	
		Corbin, KY 40702 City, Stafe & Zip	
		- N. 11	
Bid must	be signed:	Signature of Authorized Company Representative - Tit	le .
		Scott Sizemore	
		Representative's Name (Typed or printed)	
		606-269-9176	
		Area Code - Phone - Extension Fax #	
		scotts@americas-bravest.com E-Mail Address	
		Page 1 of 22	

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

	AFFIDAVIT
pe	Comes the Affiant,
1.	His/her name is Scott Sizenere and he/she is the individual submitting the bid or is the
	authorized representative of America's Brand Egypnent la.
	the entity submitting the bid (hereinafter referred to as "Bidder")
2.	Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3.	Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4.	Bidder has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not beer obtained.
5.	Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws o the Commonwealth.
6.	Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code o Ordinances, known as "Ethics Act."
7.	Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstance described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists. Further, Affiant sayeth naught.
ST	TATE OF Kentechs
Ğ	DUNTY OF Laure
	The foregoing instrument was subscribed, sworn to and acknowledged before me
by	Scott Sizemore on this the 25th day
of	Tune, 20 <u>25</u> My Commission expires: <u>08/08/2027</u>
	NOTARY PUBLIC, STATE AT LARGE KUNP: 77223

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.
Page 2 of 22

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy Reduced energy costs without compromising quality or performance Reduced air pollution because fewer fossil fuels are burned Significant return on investment Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to <u>www.Greenseal.org</u> to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

D. COOPERATIVE CONTRACT

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other government entities if requested?

Yes	 No

II. <u>Bid Conditions</u>

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Procurement may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Procurement.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject <u>any</u> and <u>all</u> bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Procurement. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be submitted in the Ion Wave online portal at https://lexingtonky.ionwave.net/
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of <u>XX</u> percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as <u>special conditions</u> in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and
- (2) Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Procurement shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Procurement will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Procurement or (2) submitting a written request for a meeting with the Director of Procurement to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Procurement shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for <u>1</u> year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional <u>1</u> year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes (Space Checked Applies)
 - (XX)1. Prices quoted in response to the Invitation shall be firm prices for the first 365 days of the Procurement Contract. After 365 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Procurement.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment
 Opportunity, states: The Secretary of Labor may investigate the employment practices of any Government contractor or
 sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been
 violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature

Name of Business

America's Bravest Equipment Co.

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

- 1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
- 2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
- 3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
- 4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
- 5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
- 6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
- 7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
- 8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
- 9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
- 10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
- 11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
- 12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice

period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

- 13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
- 16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
- Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
- 18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
- 19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
- 20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
- 21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

6/30/2025 Date

Page 10 of 22

WORKFORCE ANALYSIS FORM

Name of Organization: America's Bravest Equipment Co.

Categories	Total	1) qeiH	hite Not panic or tino)	Hisp o Lati	r	Afrio Ame (N	rican lot anic	Haw ar Otl Pad Islar (N Hisp	tive aiian her cific nder lot panic	Asi (N- Hispa o Lati	ot anic r	India Alas Na Na (n Hisp	rican an or skan tive oot oanic atino	more (I Hisp	vo or e races Not anic or atino	То	tal
		M	F	M	F	М	F	М	F	М	F	М	F	М	F	M	F
Administrators	2	1	1													1	1
Professionals	3	3														3	
Superintendents																	
Supervisors																	
Foremen																	
Technicians	1	1														1	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:	6	5	1								·	·				5	1

Prepared by: Scott Sizemore, President Date: 6 / 30 / 2025

(Name and Title) Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 EAST MAIN STREET LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women's Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #83-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDEC	DDE /MDE	W 1 1 D C 1	77 . 170 11	0/ T 7 1 C
MWBE Company, Name,	DBE/MBE	Work to be Performed	Total Dollar	% Value of
Address, Phone, Email	WBE/VOSB/SDVOSB		Value of the	Total Contract
			Work	
1.				
2.				
3.				
·				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

America's Bravest Equipment Co.	Scott Sizemore				
Company	Company Representative				
6/30/2025	President				
Date	Title				



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference #83-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

America's Bravest Equipment Co.	Scott Sizemore			
Company	Company Representative			
6/30/2025	President			
Date	Title			



DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

- 1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WOSBs and/or SDVOSBs to participate.
- 2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
- 3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
- 4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
- 5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- 6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.
- 7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- 8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

- 9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
- 10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- 11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
- 12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
- 13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.
- 14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- 15. Other any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	America's Bravest Equipment	Co. Date:	6/30/2025	
Project Name:	Thermal Imaging Cameras	Project Number:	83-2025	
Contact Name:	Scott Sizemore	Telephone:	606-269-9176	
Email:	scotts@americas-bravest.con	n		
businesses, minor and to promote ec	he Minority Business Enterprisity-, women-, veteran-, and servonomic inclusion as a business in unty Government.	vice-disabled veteran-o	wned businesses in the p	procurement process
owned businesses from certain discrare further oppor minority-, woman compete for and p	and disadvantaged businesses, in must have an equal opportunity etionary agreements. By submitted tunities will take, reasonable standard, veterand, and service-disable participate in the performance of a submitted in response to this clause the bid or proposal to be rejected.	to be utilized in the per ting its offer, Bidder/Pi eps to ensure that sm d veteran-owned busin any subcontracts result se will not be consider	formance of contracts with roposer certifies that it has all and disadvantaged but nesses, are provided an esting from this procurement.	th public funds spent as taken, and if there usinesses, including equal opportunity to at.
Is the Bid	der/ Proposer a certified firm?	Yes □ No ☑		
If yes, indicate al	Il certification type(s):			
DBE □	MBE \square	WBE □	SBE □	VOSB/SDVOSB □
	by of the certificate and/or certificam's (MBEP) certified list.	cation letter if not curre	ently listed on the city's M	linority Business
	of firms that Bidder/ Proposer l y-owned, woman-owned, veter		_	•
Click or ta	ap here to enter text.			

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Y	es □ No ☑
	please explain why in the field below. Do not complete the rest of this form and submit this first page with and/or proposal. This proposates to supply the rmal imaging cameras to the fire department.
If yes, p	please complete the following pages and submit all pages with your bid and/or proposal.
	the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, and SDVOSBs, for subcontracting opportunities for this procurement.
	the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small lvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:
	Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
	Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
	Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
	Bidder sponsored an Economic Inclusion Outreach event.
	Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
	Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
	Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
	Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
	Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
	Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

Ц	businesses.
	Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
	Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
	Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
	Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

```
Click or tap here to enter text.
```

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

America's Bravest Equipment Co.	Scott Sizemore
Company	Company Representative
6/30/2025	President
Date	Title

4870-1925-6809, v. 1

Firefighting Equipment – Thermal Imaging Camera Specifications

Thermal Imaging Camera "A" Thermal Imaging Camera shall be a Bullard QXT Pro Bundle with Basic Feature Pack or equivalent

I. Warranty

The manufacturer shall make standard a warranty for the thermal imager, all features and accessories installed in the thermal imager to be free of defects in material and workmanship, under normal use and service, for a period of five years. As part of this warranty, the manufacturer must provide free inbound and outbound shipping for transport within the continental United States for all repair service. The manufacturer must provide a warranty which covers all required battery replacements for a period of five years. In addition, the imager's housing shall carry a limited lifetime warranty.

II. Service

The manufacturer must be located in the U.S.A. and provide a full-service repair center in the U.S.A. to ensure timely and efficient processing of any service related issues concerning the imager. Warranty repairs must carry a guaranteed 48-hour turnaround (2 full business days from the time of receipt at the service center to the time that the manufacturer ships the imager). Non-warranty repairs must carry a guaranteed 48-hour (2 full business days) turnaround from the time the manufacturer receives purchase order authorization to complete the repairs to the time the manufacturer ships the imager.

III. Standards / Quality

The manufacturer must ensure quality design and manufacturing methods through third party certification to ISO 9001, or its equivalent. To ensure that the product is of the highest quality, documentation must be presented upon request illustrating a battery of tests that have been conducted to verify water resistance, heat resistance, and shock/ impact resistance. The imager must be suitable for use in Class I, Division 2, Groups C and D hazardous locations.

IV. Physical Configuration

The imager shall be a hand-held design with a total weight not exceeding 2.4 pounds (1.1 kg) with all standard features installed. The imager's physical dimensions shall not exceed 5.4 (137 mm) tall, 4.6 (117 mm) wide, and 8.2 (208 mm) long. The imager shall ship in a reusable delivery case.

V. **Durability**

The imager shall remain operational after being submerged under 3 feet of water for 30 minutes. The imager shall withstand a 2-meter drop in any orientation and sustain no operational damage. The imager shall be able to withstand an environment temperature of 350° F (177° C) for 15 minutes without operational impact or damage to the unit. The manufacturer must perform these tests in front of designated department representatives at a mutually determined time and location. Failure to perform these tests in front of designated department representatives shall constitute non-compliance with this portion of the specification.

VI. Technology

The imaging array shall utilize a 240x180 or 320x240 pixel uncooled vanadium oxide (VOx) focal plane array. The Noise Equivalent Temperature Difference (NETD) shall be less than 30 mK. The imager shall exhibit an ability to evade whiteout when pointed directly at flames. The detector shall operate with core temperature ranges of -40°F to 175°F (-40°C to 79°C). The dynamic range of the detector and associated electronics shall be nominally 1100°F (592°C). The detector spectral response shall be 7 to 14 microns. Mid-wave or short-wave infrared products that operate below this portion of the infrared spectrum (below 7.5 microns) are not acceptable due to unreliable performance in smoky conditions. The frame rate of the infrared engine shall be no less than 60 Hertz.

VII. Image Colorization

In order to provide a greater degree of safety, the imager shall utilize a tri-color automatic colorization mode. This colorization mode shall utilize a yellow/orange/ red color scheme. The display will show yellow colorization at temperatures of 500°F (260°C) to 799°F (426°C), orange colorization at temperatures of 800°F (427°C) to 999°F (537°C), and red colorization at temperatures of 1000 °F (538°C) or hotter. Such colorization shall be graduated in nature so as to be able to discern scene details such as visible thermal flows though the color. The imager shall employ one single colorization scheme of yellow/orange/red which does not vary with ambient thermal energy. Color palettes which colorize objects that are below 500°F are not acceptable. This requirement does not apply to the Manual Colorization Mode (see Switches).

VIII. Outer Housing

The imager shall be ergonomically designed and the outer shell or housing must be manufactured from heat-resistant Ultem® thermoplastic. Due to the likelihood of rigorous use, the thermoplastic must be molded with color pigment throughout to mask small surface scratches. Outer shells or housings which are painted or otherwise lacking consistent color through their entire thickness are not acceptable.

IX. Colors

The imager shall be available in no fewer than eight scratch-resistant colors to allow for color-coding as needed by the department. All lower housings shall be presented in black, with the upper housing to include options for the following colors at minimum: Red (default configuration), Metallic Blue, Yellow, Black, White, Orange, Blue, and Lime-Yellow.

X. Monitor/Screen

The imager shall have a 3.5" (89 mm) diagonal LED backlit Liquid Crystal Display (LCD) screen. The display shall consist of no less than 76,800 pixels for high quality resolution. The screen must be visible in thick smoke to the operator while using it at arms-length. In addition, a clear polycarbonate cover must protect the display screen. This cover must be field-replaceable and watertight.

XI. Lens

The imager shall possess an f/1.3 lens fabricated of germanium and have no less than a 31° (V) x 40° (H) field of view. The lens shall be protected with a watertight, sealed 2 mm thick germanium cover window.

XII. Visual Indicators

The imager shall have a battery status indicator on the viewing display to reduce imager size. Battery indicators that are not located on the display, such as separate LED based indicators, are unacceptable as they increase imager size. The imager shall be capable to provide, on the viewing display, surface temperature measurement of objects. The imager must be able to provide simultaneous presentation of bar graph and numeric temperature indicators as well as separate presentation of either indicator. The imager shall provide on-screen indication when manual colorization mode is engaged and when the DVR is recording (if so equipped).

XIII. Switches, Features, and Modes of Operation

The imager shall use only one switch to activate the unit. The switch shall employ an electronic pressand-hold protection mechanism which prevents accidental shut-off. Additionally, the imager must utilize a pair of switches which enable the activation and adjustment of a manual colorization mode, an internally installed Digital Video Recorder (DVR), and/or digital zoom, as applicable to the imager's installed configuration As an option or upgrade, the imager must be available with a manual colorization mode which helps the user identify the hottest objects in a scene irrespective of absolute heat levels. This colorization mode must be manually adjustable by the user and colorize the hottest objects in a scene with blue, using gradients of blue so as to discern scene details though the color. Thermal imagers which employ yellow, orange, or red to identify hot objects for a manual colorization mode are not acceptable as they can easily be confused with the automatic colorization modes which typically use such colors to designate fire and high heat conditions. As an option or upgrade, the imager must be available with a digital zoom feature for better view of scene details. The zoom feature should offer 2X and 4X magnification options. As an option or upgrade, the imager must be available with an internally housed Digital Video Recorder (DVR) which enables the recording of thermal imaging video to the internal memory of the thermal imager. The DVR must be manually operable by the user enabling activation and deactivation with a button press. The DVR must be capable of recording 5.5 hours of video in 720 x 480 resolution. Stored digital video shall download to the user's computer via USB connection. A time and date stamp shall be displayed at the beginning of recorded video for documentation purposes. Attachable DVRs are not acceptable as they increase total size and weight.

XIV. Strap Systems

To reduce bulk, the imager must not have an integral strap system; however, the imager shall accommodate an available self-retracting strap. This retractable strap shall be attachable to a D-ring at the base of the thermal imager, under the display, and must be capable of holding the unit to the firefighter's body with the full weight of the imager, with battery, hanging unsupported from the strap. All straps must be field replaceable.

XV. **Power Supply**

When fully charged, the imager shall provide a minimum of 6 hours of continuous use with the DVR recording.

XVI. Operation

The imager must be fully operational no more than four seconds after activating the power switch. The imager must not have a standby switch or mode.

XVII. Truck Mount

The manufacturer must offer a truck mounted charging system to mount the imager and internal charging system in a vehicle or fire apparatus or on the wall of a fire station. The system must be compliant to NFPA 1901 when properly mounted in a vehicle or fire apparatus. The truck mount must carry a one-year warranty.

Thermal Imaging Camera "B" Thermal Imaging Camera shall be a Bullard TXS Bundle or equivalent

Warranty

The manufacturer shall make standard a warranty for the thermal imager, all features and accessories installed in the thermal imager to be free of defects in material and workmanship, under normal use and service, for a period of five years. Under the same terms the manufacturer shall offer a warranty of two years on batteries. In addition, the imager's housing shall carry a limited lifetime warranty.

II. Service

The manufacturer must be located in the U.S.A. and provide a full-service repair center in the U.S.A. to ensure timely and efficient processing of any service related issues concerning the imager. Warranty repairs must carry a guaranteed 48-hour turnaround (2 full business days from the time of receipt at the service center to the time that the manufacturer ships the imager). Non-warranty repairs must carry a guaranteed 48-hour (2 full business days) turnaround from the time the manufacturer receives purchase order authorization to complete the repairs to the time the manufacturer ships the imager. Wear parts, such as silicon boots shall be available from the manufacturer for self- service.

III. Standards / Quality

The manufacturer must ensure quality design and manufacturing methods through third party certification to ISO 9001, or its equivalent. To ensure that the product is of the highest quality, documentation must be presented upon request illustrating a battery of tests that have been conducted to verify water resistance, heat resistance, and shock/ impact resistance.

IV. Physical Configuration

The imager shall be a hand-held scope-type design with a total weight not exceeding 1.6 pounds (0.75 kg) with all standard features installed. The imager's physical dimensions shall not exceed (180mm/7.1in) length, (120mm/4.7in) width, and (117mm /4.6in) height. The imager shall ship in a recyclable cardboard packaging.

V. **Durability**

The imager shall remain operational after being submerged under 3 feet of water for 30 minutes. The imager shall withstand a 2-meter drop in any orientation and sustain no operational damage. The imager shall be able to withstand an environment temperature of 350° F (177° C) for 15 minutes without operational impact or damage to the unit.

VI. Technology

The imaging array shall utilize 320x240 pixel uncooled vanadium oxide (VOx) focal plane array. The pixel pitch shall be no more than 12 μ m. The Noise Equivalent Temperature Difference (NETD) shall be less than 60 mK. The imager shall exhibit an ability to evade whiteout when pointed directly at flames. The detector shall operate with core temperature ranges of -40°F to 175°F (-40°C to 79°C). The dynamic range of the detector and associated electronics shall be nominally 1022°F (550°C). The detector spectral response shall be 7 to 14 microns. Mid-wave or short-wave infrared products that operate

below this portion of the infrared spectrum (below 7.5 microns) are not acceptable due to unreliable performance in smoky conditions. The frame rate of the infrared engine shall be no less than 30 Hertz.

VII. Image Colorization

In order to provide a greater degree of safety, the imager shall utilize a tri-color automatic colorization mode. This colorization mode shall utilize a yellow/ orange/red color scheme. The display will show yellow colorization at temperatures of 500°F (260°C) to 799°F (426°C), orange colorization at temperatures of 800°F (427°C) to 999°F (537°C), and red colorization at temperatures of 1000 °F (538°C) or hotter. Such colorization shall be graduated in nature to be able to discern scene details such as visible thermal flows though the color. The imager shall employ one single colorization scheme of yellow/orange/red which does not vary with ambient thermal energy. Color palettes which colorize objects that are below 500°F are not acceptable.

VIII. Outer Housing

The imager shall be ergonomically designed, and the outer shell or housing must be manufactured from heat resistant PPSU® thermoplastic. Due to the likelihood of rigorous use, the thermoplastic must be molded with color pigment throughout to mask small surface scratches. Outer shells or housings which are painted or otherwise lacking consistent color through their entire thickness are not acceptable.

IX. Colors

The imager shall be a bright scratch-resistant color with reflective striping to ease locating it in low visibility environments. Battery packs shall be presented in an anthracite grey color.

X. Monitor/Screen

The imager shall have a 3.5" (89 mm) diagonal LED backlit Liquid Crystal Display (LCD) screen. The display shall consist of no less than 76,800 pixels for high quality resolution. The screen must be visible in thick smoke to the operator while using it at arms-length. In addition, a clear abrasion and impact resistant cover, compliant with NFPA 1971-52, must protect the display screen.

XI. Lens

The imager shall possess an f/1.1 lens fabricated of germanium and have no less than a 40° (V) x 50° (H) field of view. The lens shall be protected with a curved, watertight, germanium cover window with a diameter of at least 19mm f/1.00.74in such that it be easily cleaned with a gloved finger.

XII. Visual Indicators

The imager shall have a battery status indicator on the viewing display to reduce imager size. Battery indicators that are not located on the display, such as separate LED based indicators, are unacceptable as they increase imager size. The imager shall be capable to provide, on the viewing display, surface temperature measurement of objects. The imager must be able to provide simultaneous presentation of bar graph and numeric temperature indicators.

XIII. Switches, Features, and Modes of Operation

The imager shall use only one switch to activate the unit. The switch shall employ an electronic pressand-hold protection mechanism which prevents accidental shut-off. The imager may not have any other buttons or features to avoid confusing or confusing the user. The imager shall have only one colorization mode. The imager must not have a standby switch or mode.

XIV. Strap Systems

To reduce bulk, the imager must not have an integral strap system; however, the imager shall accommodate an available self-retracting strap. This retractable strap shall be attachable to a D-ring at the base of the thermal imager, under the display, and must be capable of holding the unit to the firefighter's body with the full weight of the imager, with battery, hanging unsupported from the strap. All straps must be field replaceable.

XV. Power Supply

When fully charged, the imager shall provide a minimum of 6 hours of continuous use. The imager shall have a field replaceable battery pack, that is IP67 certified for ease of cleaning. The battery pack release should be operable with a gloved hand. To release the pack, the user must press multiple buttons simultaneously to avoid accidental release.

XVI. Charging System

The manufacturer must offer a truck mounted charging system to mount the imager and battery pack into a vehicle, fire apparatus, or on the wall of a fire station. The system must be compliant to NFPA 1901 when properly mounted in a vehicle or fire. Apparatus and have an ingress protection of at least IP21. The truck mount must carry at least a one-year warranty. The truck mount charging system must allow for different charging configurations: two imagers, two batteries, or a mix of the two such that an optimal deployment and charging strategy can be designed per vehicle. In addition to the truck mount charging system, it should be possible to charge the battery of the imager with a USB charger.

XVII. Software and Personalization

The manufacturer must offer a way to change the startup screen of the imager to a custom image, such that different imagers can be easily identified on startup. The imager software must be updateable by the end-user without sending in the imager to a service center.

Special notes to bidder:

We anticipate buying 4 of Camera "A" and 4 – 6 of Camera "B". No quantities are guaranteed.

Please log into your lonwave account to submit pricing on the line items tab. Once you have completed and uploaded the bid package, you will need to select "yes" on the attributes tab.