



NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

Thermal Imaging Camera

If your firm plans to bid on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____
Project Name: _____
Firm's Contact Person: _____
Telephone Number: _____
Fax Number: _____
E-Mail Address: _____
Postal Address: _____

The City of Portage Purchasing Department will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.



Date of Issue: July 2, 2013

NOTICE TO BIDDERS

The City of Portage will open sealed bids on Wednesday, July 24, 2013 at 3:00 p.m. prevailing local time in City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

ECLIPSE LD 320 THERMAL IMAGER

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PORTAGE, PURCHASING DEPARTMENT, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED BID: THERMAL IMAGER

FOR OPENING: July 24, 2013

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Portage website

www.portagemi.gov/Departments/Purchasing/BidOpportunities.aspx.

Bid packages will also be mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids which it deems to best serve the interest of the City.

If you have any questions regarding purchasing procedures, please contact the Purchasing Department at (269) 329-4534. Questions regarding the specifications should be addressed to Assistant Fire Chief Stacy French at (269) 329-4482.

1. INSTRUCTIONS TO BIDDERS

1.1. Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

1.2. Withdrawal of Bids

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of ninety (90) days after the date of opening set forth in the advertisement.

1.3. Bid Opening

Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

1.4. Interpretation of Documents

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of any drawing or specification, he may submit to the Purchasing Agent a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person on record as receiving a set of the Contract Document. Neither the City nor the Purchasing Agent will be responsible for any other explanations or interpretations of the Contract Documents.

1.5. Bid Form

1.5.1. Each bid shall be made on the form provided and, except for bids submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.

1.5.2. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his bid is received in the proper time. Any bid received after the bid opening date and time shall be returned to the bidder unopened.

1.6. Bids Submitted via Facsimile Equipment

1.6.1. Transmittal page must be plainly marked and faxed to (269) 329-4535:

“Sealed Bid _____ for opening _____”
Bid Name Date

1.6.2. When bids are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.

1.6.3. Whenever a proposal guaranty/bond is required, bids submitted via facsimile equipment can comply with this provision by submitting a facsimile copy of the bond document. When a cashier’s check is elected to meet the proposal guaranty/bond requirement, the cashier’s check must be physically in the possession of the City by the date and time outlined on the Notice to Bidders, or such bid may be considered non-responsive.

1.6.4. In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted **in a timely manner, whether or not the mistake was the fault of the bidder.**

1.7. Basis of Award

Award will be made to a responsive and responsible bidder whose lowest Grand Total is determined by the City to be in the best interest of the City. Each bid shall have the unit prices and extensions checked for correctness. If discrepancies appear between the unit prices and extensions submitted, the unit price submitted for the particular pay item shall govern, and the dollar amount of the proposal adjusted accordingly.

No contract is created until it is executed by all parties.

2. **TERMS AND CONDITIONS**

2.1. City Contract Administrator

The Assistant Parks Superintendent, John Milowe, shall be the City Contract Administrator. The City Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

2.2. Laws and Municipal Ordinances

The Contractor shall be fully informed of all laws and municipal ordinances and regulation sin any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at

all items observe and comply with all such existing laws, codes, ordinances, regulations, orders and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, City Ordinances, as well as all other bodies having jurisdictional authority.

If the corporation is not a Michigan corporation, a “Certificate of Authority to Transact Business in the State of Michigan” if required by MCLA 450.2001, et. Seq., shall be submitted to the City by the successful bidder.

2.3. Contractor’s Insurance

The successful bidder will also be required to furnish:

- 2.3.1. Workers compensation insurance, including employer’s liability, under the Workers Compensation Statutes of the State of Michigan.
- 2.3.2. Comprehensive General Liability Policy of at least \$1,000,000/occurrence for personal injury and property damage.
- 2.3.3. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- 2.3.4. ALL INSURERS SHALL BE EITHER LICENSED OR AUTHORIZED TO DO BUSINESS IN THE STATE OF MICHIGAN.
- 2.3.5. These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. The contractor’s insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE, ITS AGENTS, ELECTED OFFICIALS, AND EMPLOYEES ARE INCLUDED AS ADDITIONALLY INSURED PARTY (except for Workers Compensation).
- 2.3.6. The certificates of insurance indicated above shall be endorsed to provide prior written notice to the City of cancellation, material change in policy or of intent not to renew or cancellation notice for non-payment of premium.
- 2.3.7. It shall be the contractor’s responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

2.4. Non-Discrimination

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act. No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

2.5. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of the Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the City or any consultants, agents, officers, directors or

employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the contractor under the terms of the contract. The contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for contractor's proper protection in the prosecution of the work.

2.6. Jurisdiction Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Contractor consents to the jurisdiction and venue of the courts in Kalamazoo County, Michigan and of the United States District Court for the State of Michigan.

2.7. Severability

The successful Contractor will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.8. Compensation to be Paid to the Contractor

Payment will be made upon satisfactory completion of the work, net 30 days.

3. SPECIFICATIONS

The City of Portage Fire Department wishes to purchase three Eclipse LD 320 Thermal Imager units. No substitutions will be accepted. Specifications from Bullard are attached.

The following options must be included for each unit:

Eclipse LD Thermal Imager and Powerhouse Bundle
Super red hot colorization
Spot Temperature Measurement
320 x 240 Higher Resolution
Desk Top Charger
Retractable Lanyard



Eclipse® LD 320 Thermal Imager Bid Specifications

I. Warranty

The manufacturer shall warrant the thermal imager and all charging systems free of defects in material and workmanship, under normal use and service, for a period of one year effective upon initial product activation. In addition, the imager's outer shell or 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. Upon request, the manufacturer must provide the names and contact information for three (3) fire departments that can serve as references, verifying that the manufacturer complies with this requirement.

III. 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 design, having a 3.5-inch LCD viewing screen. Total weight of the imager shall not exceed 2 lbs. with the battery installed. The imager shall ship in a re-usable delivery case. The imager shall include one rechargeable battery and a battery charger with AC adapters. The imager's physical dimensions shall be no more than four and a half (4.5) inches tall, five and a half (5.5) inches wide and eight (8) inches long.

V. Durability

The imager shall remain operational after being submerged under 3 feet of water for 30 minutes. The imager shall withstand a 6-foot drop in any orientation and sustain no operational damage. 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 technology shall utilize a 320x240 pixel un-cooled amorphous silicon (aSi) focal plane array. To ensure reliability, the detector must be designed and manufactured by a company that has provided, for at least five (5) years, detectors used in the fire service. A detector from a company without five (5) years of experience in the fire service is not acceptable. The Noise Equivalent Temperature Difference (NETD) shall be less than 50 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. The dynamic range of the detector and associated electronics shall be nominally 1152°F. 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.

VII. Image Colorization

In order to provide a greater degree of safety, the imager shall utilize a tri-color automatic colorization mode available as an option or upgrade. This colorization mode shall utilize a yellow/orange/red color scheme. The display will show yellow colorization at temperatures of 500 degrees F to 799 degrees F, orange colorization at temperatures of 800 degrees F to 999 degrees F, and red colorization at temperatures of 1000 degrees F or hotter. Such colorization shall be gradient in nature so as to be able to discern scene details though the color (this requirement does not apply to manually engaged colorization).

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 Ultem must be molded with color pigment throughout to mask small surface scratches. Outer shells or housings that are painted or otherwise lack consistent color through their entire thickness are not acceptable.

IX. Colors

The imager should be available in no less than seven scratch-resistant colors to allow for color-coding as needed by the department. Colors shall include, at a minimum: Red, Yellow, Black, White, Orange, Blue, and Lime-Yellow.

X. Monitor/Screen

The imager shall have a 3.5" 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 have a lens fabricated of germanium and have no less than a 42°x31° field of view.

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 via option or upgrade 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. These temperature display options must be changeable by the user via a personal computer software program.

XIII. Switches

The imager shall use only one switch to activate the unit. The switch must be recessed and protected to avoid accidental shut-off. The switch shall be a mechanical capture switch which allows for automatic power restoration during a hot battery swap and eliminates the need for a "push and hold" mechanism for powering off that is associated with electronic switches. The imager must utilize a pair of switches that enable the activation of a manual colorization mode and an internally installed Digital Video Recorder (DVR).

The imager shall incorporate a manual colorization mode, as an option or upgrade, which helps the user identify the hottest objects in a scene. This colorization mode must be manually adjustable by the user and colorize the hottest objects in a scene with a color that is unique to this mode. Thermal

www.bullard.com



imagers that use 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 colorizations modes which typically use such colors to designate fire and high heat conditions.

The imager shall incorporate an internal DVR, as an option or upgrade, 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.

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.

XV. Power Supply

The imager shall be provided with a rechargeable battery and battery charger. The battery shall be a 2.4-volt nickel metal hydride (NiMH) pack, providing a minimum of 3 hours of continuous use (2 hours if a DVR is recording). The battery shall have an Ultem outer shell. The battery must be capable of being loaded into the housing only one way and must be inserted and removed by a person wearing standard firefighting gloves. A lithium-ion battery is an unacceptable substitute for NiMH due to lithium's higher risk of explosion when exposed to high heat.

XVI. Operation

Once the imager is registered (see section XVIII), the imager must be fully operational no more than four (4) seconds after activating the power switch. The imager must not have a standby switch or mode.

XVII. Digital Video Recorder (DVR)

The manufacturer must offer a DVR, internally housed in the thermal imager, capable of recording five hours of video in 640 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. The DVR must carry a one year warranty.

XVIII. Customized Startup Graphics

The imager must be equipped with the capability of providing customized factory-loadable and user-loadable startup graphics. These graphics will be shown on the imager's display during the startup sequence.

XIX. 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 charging system shall come standard with an additional battery, all necessary mounting hardware, a direct charge system, and a

connector that enables the use of an AC/DC power supply. The system must charge the battery in the imager at the same time it charges a spare battery utilizing separate charging systems. The battery in the imager must be charged through contacts on the imager. No cables or wires connecting the imager to the charging system are acceptable, nor are straps or other connecting devices to hold the imager to the truck mounting system. 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.

XX. Orientation

The manufacturer must make available, free of charge, an online product and application orientation program. This program shall include a rich, interactive, multimedia experience providing comprehensive product familiarization and detailed application courses. The courses will be self-paced and rich in multimedia content accompanied by voice presentation of course materials. At the completion of each course, the manufacturer must provide, via the orientation program, an individualized user assessment mechanism. PowerPoint, CD, or written orientation materials are unacceptable substitutes.

XXI. Registration, Service and Support

For added user security and cataloging of equipment, the manufacturer must utilize a user registration and support interface with the imager. This interface will enable the user to activate and register the imager for initial use, maintain and organize equipment inventory, download future product updates and features, and enable other service and support functions.

XXII. Security

The imager shall also be equipped with an integral security feature which saves the registered user information to a separately accessible database in an effort to identify the rightful owner and provide for resource tracking and identification.

XXIII. Delivery

The manufacturer shall deliver the thermal imager in 30 days or less after receiving a purchase order.

Americas:
Bullard
1698 Safety Way - Cynthia, KY 41031-9303
Toll free: 877-BULLARD (285-5273)
Tel: 859-224-6616 • Fax: 859-224-8987

Europe:
Bullard GmbH
Lilienthalstrasse 12
53424 Remagen - Germany
Tel: +49-2642 999980 • Fax: +49-2642 9999829

Asia-Pacific:
Bullard Asia Pacific Pte. Ltd.
LHK Building
701, Sims Drive, #04-03 - Singapore 387383
Tel: +65-6745-0556 • Fax: +65-6745-5176

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Ultem is a registered trademark of General Electric.



8429 (0612)

www.bullard.com

**CITY OF PORTAGE
 BID PROPOSAL**

I, the undersigned, propose to furnish and install at the bid price shown, Eclipse LD 320 Thermal Imager, as per specifications supplied by the City of Portage, delivered to the Portage Fire Department Central Station, 7830 Shaver Road, Portage, Michigan. No contract is created until it is executed by all parties.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS.

Item Description	Quantity	Price Each	Price for 3 Units
Eclipse LD 320 Thermal Imager With Powerhouse Bundle	3	\$ _____	\$ _____
Super Red Hot Colorization	3	\$ _____	\$ _____
Spot Temperature Measurement	3	\$ _____	\$ _____
320 x 240 Higher Resolution	3	\$ _____	\$ _____
Desk Top Charger	3	\$ _____	\$ _____
Retractable Lanyard	3	\$ _____	\$ _____
GRAND TOTAL		\$ _____	\$ _____

Extended Purchasing:

Within a 90 day period from the bid opening the City of Portage would like to afford the same prices, terms and conditions to other local governments even though their requirements are not included in the quantities listed on the Bid. Please indicate your willingness to extend your prices to other local governmental entities by checking the corresponding box below.

- I agree to extend my prices
 I do not agree to extend my prices

Your response, either to extend or not to extend your prices, will not have an effect on the evaluation of your bid.

I further propose to deliver the above-described equipment FOB City of Portage in first class operating condition in accordance with all specifications contained herein subject to purchaser's inspection and approval not later than 60 days from receipt of a Purchase Order.

TERMS: _____
(Minimum of 30 days, please
identify any discounts given)

FIRM NAME: _____

BY: _____
Signature

DATE: _____

BY: _____
Name and Title (print or type)

ADDRESS: _____
Street City State Zip Code

Phone: _____

Fax: _____