



**Invitation for Bid**  
**BPM003085**  
 Description:  
**Gentex Helmets and Nomex Flight Suits**

Arizona Department of  
 Public Safety  
 2102 W. Encanto Blvd.  
 Phoenix, Arizona 85009

Section 2-A:  
**Scope Document**  
 (Scope of Work)

Date: **11-6-20**

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**Section 2-A:**  
**Scope of Work**  
(Technical Document)

Date: **11-6-20**

## 1.0 Background

- 1.1.1 The Arizona Department of Public Safety (ADPS) Aviation Bureau's Aviation Unit provides immediate, 24-hour per day, statewide response capability for critical occurrences and emergency response requirements. The ADPS Aviation Unit mission includes search and rescue, emergency medical services, the transport of state dignitaries, logistics transport of state agency personnel and equipment, disaster assistance, wildland firefighting, as well as aerial and logistical support for law enforcement activities.
- 1.1.2 The services provided by ADPS Aviation Unit, and the nature of law enforcement require the finished product be capable of performing in a variety of missions with capability 24/7 and in any of the State's diverse environmental conditions; from high elevations in mountainous terrain and extreme cold, to low deserts and extreme heat.
- 1.1.3 Performance metrics of the ADPS Aviation Program include quick decisive response; emphasis on providing definitive strategies support to multiple agencies during emergencies, including but not limited to: 1) natural disasters 2) search and rescue (3) emergency medical services which are conducted during both the day and nighttime operations (4) wildland firefighting and 5) the ability to transport executive staff, State Dignitaries and law enforcement personnel and equipment safely to required destinations.
- 1.1.4 The Nomex Flight Suits and Gentex helmets included in the Scope of Work will aid in ADPS Air Rescue Aviation Unit in completing their missions.

## 2.0 Overview

### Introduction

2.1 Arizona DPS (Department of Public Safety) seeks to purchase Gentex Helmets and Nomex Guardian Flight Suits. Additional models may be added to this contract at a later date.

### Brand Name Type Specification

2.2 This solicitation contains Brand Name type product specifications as specifically authorized under Arizona Administrative Code (A.A.C.) R2-7-403. Alternate product brand names shall not be accepted.

2.3 ADPS Air Rescue Aviation Unit currently utilizes the Gentex helmet and the Nomex Guardian Flight Suits.

### Projected Contract Awards

2.4 It is the intent to award only one supplier to meet the requirements of the ADPS. Although it reserves the right to award this contract to multiple supplier's. The award will depend on the quality of the bids.



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2.5 Availability of Funds for the Next State fiscal year

2.6 Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State fiscal year until funds are made available for performance of this Contract

### **3.0 General Specifications**

#### **3.1 Product**

3.1.1 Offeror to provide Nomex flight suit as approved by ADPS Aviation.

- Price List identifies flight suits requested
- Description Pilot Flight Suit: It has concealed zippers and a shirt-style collar and cuffs. Dressy 2-inch wide waist tabs for men and a belt for women plus sewn-in creases. Required angled chest pockets for easy access to gear and room above the pockets for company logos and nametags. Lower leg pockets, a sleeve pocket, zipper at the bottom of each leg at the back with the ability for additional pockets as well as zippers, tabs, stripes, and embroidery. The flight suit is made from NOMEX® IIIA fiber fire-retardant fabrics.
- Description Medic Flight Suit: It has concealed zippers and a shirt-style collar and cuffs. Dressy 2-inch wide waist tabs for men and a belt for women plus sewn-in creases. Required angled chest pockets for easy access to gear and room above the pockets for company logos and nametags. Lower leg pockets, equipment pockets, a sleeve pocket, zipper at the bottom of each leg at the back with the ability for additional pockets as well as zippers, tabs, stripes, and embroidery. The flight suit is made from NOMEX® IIIA fiber fire-retardant fabrics.
- Zipper chest pockets  
Zipper leg pockets  
Sleeve pocket  
Pleated action back  
Hook & loop sleeve cuffs  
Hook & loop waist tabs or belt  
Sewn-in creases  
Two-way front zipper (men)
- Offeror to provide sewn in Velcro area per Exhibit I, II & III to accommodate ADPS patches. ADPS will provide patches as required. Badge Velcro is located on upper left side of flight suit. Name tag Velcro is located on up right side of flight suit
- Offeror to sew DPS Aviation provided patches on each shoulder and a paramedic patch is located on the right sleeve 1" above the cuff.

3.1.2 Offeror to provide Gentex helmet as approved by ADPS Aviation. (White color)

- Price List Identifies helmets requested

3.1.3 Gentex HGU-56 Rotary Wing Helmet may include:



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- HCM-MTR Assembly Microphone Mount Round
- HG-A14419-1 Assembly HGU-56 ARC Rail Kit
- HCM-EL-BL14 Mic & Assy Electret Mic, Long W/Boom & 14" Cord
- HCA-HEAR-THRU Earphones HEAR-THRU System ANR Upgrade
- HCA-K300 Earphones ANR Kit 300 Ohm w/Auto Shut-Off Bat Pk 3
- HCA-1H-C00SKH Cords ANR Cord TP120 Helo Coiled SS BP, HT

3.1.4 Accessories:

3.1.5 Touch Screen Flight Gloves: To include: a conductive fabric sewn into the tips (of both the left and right glove) of the middle finger, index finger, and thumb to allow for use with touch screen device. The palms are made from soft capeskin (hair sheep) that gives you the fine sense of touch you need for flying. The back is made from soft knit of flame-resistant aramid fiber that stretches so the gloves fit snugly. They remain soft and pliable when they get wet. You can even wash them in warm water and hand soap.

## 4.0 General Requirements

### 4.1 Ordering Process

- 4.1.1 DPS may purchase parts through contract direct release purchase orders issued by DPS to the Contractor. No deliveries or work shall be performed without a duly authorized/issued purchase order(s).
- 4.1.2 Any attempt to represent any material and/or service not specifically awarded under the contract is a violation of the contract and the Arizona Procurement Code. Any such action shall be subject to all legal and contractual remedies available to the state inclusive of, but not limited to, contract termination, cancellation, suspension and/or debarment of the Contractor
- 4.1.3 Offeror to provide for items requested by Aviation, stock levels as agreed upon.
- 4.1.4 Offeror to provide body measuring form to include details on how and where to take measurements to ensure correct fit.

### 4.2 Shipping F.O.B. Destination:

- 4.2.1 Prices shall be F.O.B. Destination and delivered to DPS Aviation Bureau, 2615 East Air Lane, Phoenix, Arizona 85034 or as specified at the time of the order. Contractor shall retain title and control of all goods until they are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.



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## 5.0 Performance and Delivery

### 5.1 Warranty

- 5.1.1 Non –Conforming Items: All flight suits shall meet the specifications of the original manufacturer. Items found to be out of conformance or defective will be returned to the Offeror within ninety (90) days after receipt.
- 5.1.2 Offeror is responsible to manage the warranty between the original manufacturer and ADPS and provide replacement flight suits. Offeror to provide ADPS update/communication for replacement flight suits within thirty (30) days.
- 5.1.3 Non –Conforming Items: All helmets shall meet the specifications of the original manufacturer. Items found to be out of conformance or defective will be returned to the Offeror within ninety (90) days after receipt.
- 5.1.4 Offeror is responsible to manage the warranty between the original manufacturer and ADPS and provide replacement helmets. Offeror to provide ADPS update/communication for replacement helmets within thirty (30) days
- 5.1.5 Warranty period will be the manufacturers’ warranty period.
- 5.1.6 Any transportation charges associated with guarantees or warranties shall be paid by the offeror.

### Exhibits to the Scope of Work

- Exhibit I ..... Badge Velcro
- Exhibit II ..... Name Tag Velcro
- Exhibit III ..... Paramedic Patch

**End of Section**



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Section 2-B:  
**Compensation Document**

Date: **11-6-20**

## 1.0 Compensation

### Compensation Method.

1.1 Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the “●” mark below:

<input checked="" type="radio"/>	Firm-Fixed-Price (refer to paragraph 1.2 below)
<input type="radio"/>	
<input checked="" type="radio"/>	Discount Off List or Catalog (refer to paragraph 1.4 below)

1.2 **FIXED-PRICE.** The firm-fixed price (interchangeably referred to as lump sum or stipulated sum) is the amount or amounts shown or scheduled as such in the Pricing Document (Exhibit 1 to this Commercial Document), each of which (a) will be Contractor’s complete and total compensation for carrying out the relevant portion of the Work that it covers and (b) will not be subject to any adjustment on the basis of Contractor’s cost experience in performing under the Contract.

1.3 **DISCOUNT OFF LIST OR CATALOG.** A discount off catalog pricing for consumable parts, training and software application noted in the above scope. The discount applied should abide to contract term 2.1 below.

## 2.0 Pricing

2.1 **NO ADJUSTMENT.** All prices and rates in the Pricing Document (Exhibit 1 to this Commercial Document), or Orders if and to the extent they differ from those in the exhibit, will be valid for the entire term of the Contract, and will not be subject to revision for inflation or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

2.2 **SHIPPING.** Further to paragraph 4.2 of the Uniform Terms and Conditions, **Shipping F.O.B.** Phoenix, Arizona 85034. **Destination:** Prices shall be F.O.B. Destination and delivered to DPS Aviation Bureau, 2615 East Air Lane Phoenix, Arizona, 85034. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

2.3 **TAXES.** Further to paragraph 4.3 of the Uniform Terms and Conditions, **Taxes:** Contract prices shall not include applicable state and local taxes. If the Offeror is located outside of Arizona and part of NEXUS, to the extent required by law. Offeror shall properly invoice, collect and remit from the Buyer, an 8.6% sales tax to the State of Arizona. If Offeror is located outside of Arizona and not a part of NEXUS, the Offeror will need to file a



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transaction privilege request with the Arizona Department of Revenue and the State of Arizona will pay a 5.6% use tax rate.

2.4 "reserved"

### 3.0 Invoicing

3.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the Order document.

3.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically APP PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes (as a separate invoice line item)	●
Upcharge shipping/freight, etc. (as a separate invoice line item)	Materials only
Total invoice amount due	●



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- 3.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for: (a) any Materials or Services that have not been authorized on an acknowledged Order; (b) any expediting, overtime, premiums, or upcharges absent State's express prior approval; or (c) any Materials or Services that are the subject of a Contract Amendment or Change Order that has not been signed.
- 3.4 PRE-INVOICE REVIEW. During the week before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 3.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer fourteen days after acceptance by the agency of the product or service, using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and laws.
- 3.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
- 3.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 3.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
  - (b) do not reference the correct State contract number; or
  - (c) are payable to any Person other than the Contractor.
- 3.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice until Contractor has re-submitted it free of defects.





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## 4.0 Payments

- 4.1 PAYMENT. State shall pay undisputed amounts due to Contractor within the time period specified in Arizona Revised Statutes Titles 35 and 42.
- 4.2 JOINT CHECKS OR DIRECT PAY. State may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 4.3 RECOVERY OF OVER-PAYMENT. If State determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 4.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from State applicable to their services.
- 4.5 AUTOMATED CLEARING HOUSE. . State may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract, which form is available online at: <https://gao.az.gov/afis/vendor-information>

**End of Section 2-B**

**End of Part 2**