



RFA GOVERNANCE BOARD REGULAR MEETING AGENDA

10:00 A.M. – Monday, September 13, 2021

Fire Station #13, 18002 108th Ave SE, Renton, WA 98055

Zoom Webinar: <https://us02web.zoom.us/j/84836968318>

Dial-in: (253) 215-8782 | Webinar ID: 848 3696 8318

View Live via Facebook: <http://www.Facebook.com/RentonRFA>

- Call Meeting to Order
- Flag Salute
- Roll Call
- Agenda Modifications
- Announcements, Proclamations and Presentations
 - [Fire Prevention Week Proclamation](#)
- Public Comment

Members of the audience may comment on items relating to any matter related to RFA business under the Public Comment period. Comments are limited to three (3) minutes per person pursuant to the rules established under Section 8 of the Bylaws.
- Consent Agenda
 - Approval of [Minutes from August 9, 2021](#) Regular Meeting
 - Approval of [Vouchers](#): AP Check Register 7/16/2021 – 8/15/2021
Payroll Check List 7/1/2021 – 7/31/2021
- Signing of Vouchers
- Board Committee Reports
 - Budget and Finance Committee
 - Operations and Capital Committee
- [Chief's Report](#)
- Division Reports
 - EMS/Health & Safety
 - First Public CPR/First Aid class since November 2019 on 9/4/21
 - Peer Support Train the Trainer Class coming this Fall
 - Medic One Foundation EMT Class support now live
 - Office of the Fire Marshal
 - [Station Open House Handouts](#)
 - OFM Division Report

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- Response Operations
 - Significant Incidents
 - 8/4 Brush Fire at McGarver Park, response w/ Puget Sound Fire
 - 8/8 Serious Injury Accident on Rainier Ave S, response w/ Skyway Fire
 - 8/9 Residential Fire with Barricaded Person, response w/ Puget Sound Fire, Tukwila Fire, Renton PD, and Valley SWAT
 - 8/14 Residential Fire on 120th Ave SE, response with Puget Sound Fire
 - Training
 - King County Hazmat Team Training at Shoreline Community Pool
 - Zone 3 Quarterly Hazmat Training at BNSF Railyard in Seattle
 - 3rd Quarter Rescue Boat Operator Training, topic lake operations
 - Annual Live Fire Training
 - Crew JATC Prep for E316
 - Public Outreach
 - E313 visit to Benson Hill KinderCare
 - Seahawks Training Camp
 - Operations
 - Deployed BR317 with Capt Blakeslee, Lt Pringle, and Eng Newell to Asotin Creek Fire July 7-18
 - Deployed Eng Newell with North Brush crew to Monument Fire in California
 - Engineer Exam
- Support Services
 - Station 11, 16, and Aid Unit Updates
- Correspondence
 - [Eastside Fire & Rescue Letter of Appreciation](#)
 - [Thank You Letter from Eleanor Giberson](#)
- Unfinished Business
- New Business
 - [OFM Permit Fee Waiver 2022](#)
 - [Scott SCBA Purchase](#)
- Good of the Order
- Executive Session

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Executive Session pursuant to RCW 42.30.140(4)(a), collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement.

- Future Meetings:
 - Monday, September 27, 2021, 9:00 a.m., Budget/Finance Committee Meeting, Video Conference
 - Monday, September 27, 2021, 10:30 a.m., Operations/Capital Committee Meeting, Video Conference
 - Monday, October 11, 2021, 10:00 a.m., Governance Board Regular Meeting, Fire Station #13 (18002 108th Ave SE, Renton) / Video Conference
- Adjournment



Renton Regional Fire Authority

PROCLAMATION

WHEREAS, Renton Regional Fire Authority is committed to ensuring the safety and security of all those living in, working in, and visiting our response area; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association, and fire departments in the United States responded to 339,500 home fires; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, residents should make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, residents who are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2021 Fire Prevention Week theme, "Learn the Sounds of Fire Safety," effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms;

NOW, THEREFORE, the members of the Renton Regional Fire Authority Governance Board do hereby proclaim the week of **October 3–9, 2021**, to be:

Fire Prevention Week

In witness whereof, we have caused the seal of the Renton Regional Fire Authority to be affixed this 13th day of September 2021.

Ruth Perez, Board Chair

Marcus Morrell, Board Vice Chair

Randy Corman, Board Member

Ryan McIrvin, Board Member

Myron Meikle, Board Member

Kerry Abercrombie, Board Member

Linda Sartnurak, Board Member



Renton Regional Fire Authority

18002 108th Ave SE
Renton, WA 98055
Office: (425) 276-9500
Fax: (425) 276-9592

MINUTES

RFA Governance Board Regular Meeting

10:00 A.M. – Monday, August 9, 2021

Fire Station #13 – 18002 108th Ave SE, Renton

CALL TO ORDER

Governance Board Chair Pérez called the regular meeting to order at 10:00 a.m.

ROLL CALL

Governance Board Members Present:

Ruth Pérez, Chair (City of Renton)
Marcus Morrell, Vice Chair (Fire District 25)
Ryan McIrvine (City of Renton)
Myron Meikle (Fire District 25)
Linda Sartnurak (Non-Voting Advisory Position, Fire District 40)

Governance Board Members Not Present:

Kerry Abercrombie (Fire District 25)
Randy Corman (City of Renton)

Board Member Corman joined the meeting at 10:05 a.m. after Agenda Modifications.

Administrative Staff Present:

Fire Chief Steve Heitman, Chief Administration Officer Samantha Babich, Deputy Chief Chuck DeSmith, Fire Marshal Anjela Barton, Deputy Chief Mark Seaver, Deputy Chief William Aho, Lieutenant Hyslop, Facilities Manager Scott Murphy, IT Technician Wyatt Humphreys, Administrative Supervisor Christine Noddings, Administrative Specialist Evyn Villa, and RFA Attorney Brian Snure.

A **MOTION** was made by Board Member McIrvine and **SECONDED** by Board Member Morrell to excuse the absent Board Members from this meeting. **MOTION CARRIED (4-0)**

AGENDA MODIFICATIONS

New Business was moved before Division Reports and after the Chief's Report.

A **MOTION** was made by Board Member McIrvine and **SECONDED** by Board Member Morrell to move New Business before Division Reports and after the Chief's Report. **MOTION CARRIED (4-0)**

ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

There were no announcements, proclamations, and presentations.

PUBLIC COMMENT

There was no public comment.

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CONSENT AGENDA

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member Corman to approve the consent agenda for August 9, 2021. **MOTION CARRIED (5-0)**

SIGNING OF VOUCHERS

The members of the Governance Board signed the Voucher Approvals for August 9, 2021.

BOARD COMMITTEE REPORTS

There were no Board Committee reports.

CHIEF'S REPORT

Chief Heitman's report included the following:

- **Congratulations are in Order:** Please join me in congratulating the following members for completing their JATC steps. Those completing step 3B have completed all 3 years of JATC, earning them Journey firefighter status:
 - FF Dawson Bain, 3B
 - FF Victoria Berg, 3B
 - FF David Braun, 3B
 - FF Tanner Lucas, 3B
 - FF Derric Matteson, 3B
 - FF Anthony Parker, 3B
 - FF Ken Swinford, 3B
 - FF Cody Olson, 3A
 - FF Lubo Lazurkevich, 3A
 - FF Travis Retherford, 3A
 - FF Logan Wasam, 3A
 - FF Nick Felt, 3A
 - FF Kasey Parker, 3A
 - FF David Lind, 2A
- **Fire Rescue International (FRI) Conference:** I attended the FRI conference the last week of July with CAO Samantha Babich and Deputy Chiefs William Aho and Chuck DeSmith. It was a great opportunity to network with colleagues and subject matter experts in areas including EMS/Health & Safety, critical components of the fire department COOP, utilizing data for organizational growth, engaging stakeholders when planning and preparing tax increases, and general leadership and administration.
- **Renton Chamber Board Social:** On July 21st, I met with other board members of the Renton Chamber of Commerce and Renton community members for an early evening gathering to reconnect. It was a great opportunity to meet face-to-face with many of our outstanding citizens.
- **Tukwila Contracting Services Discussion:** On August 2nd, CAO Samantha Babich, RRFA Governance Board Chair Ruth Pérez and I met with Tukwila Mayor Allan Ekberg, City Administrator David Cline, Tukwila Fire Chief Jay Wittwer, and PR Consultant Karen Reed to discuss contracting services.
- **Seattle Fire Executive Leadership Academy:** This is a 10-month executive leadership academy, hosted by the University of Washington in partnership with the Seattle Fire Department. CAO Samantha Babich, DC Will Aho and BC Erik Hammes are applying to fill at least two spots in Cohort 3 from September 2021 to June 2022. An emerging leadership program will also be offered beginning in Fall 2021 that we plan to make available to our members as part of our succession planning.
- **Renton Airport Fueling Facilities Uniform Fire Code:** On July 14th, Fire Marshal Barton and I met with City of Renton's Public Works Administrator, Martin Pastucha, to discuss uniform fire code for fueling facilities at the Renton Airport. Mr. Pastucha had asked Renton RFA for

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assistance on this fire code enforcement issue, and we look forward to further developing that relationship.

- **Governance Board Notifications:** Per our procurement process and policy, I am notifying the Board of the following purchase: New Recruit Bunker Gear 2021 – \$22,707.90

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Station 11 Remodel

Due to further legal review, Deputy Chief Seaver requested they postpone the discussion on the Station 11 Remodel until the next Governance Board regular meeting on Monday, September 13, 2021.

Establish Committee Schedule

The Board discussed establishing new committee meeting dates. The committee meetings are currently held on the 4th Tuesday of each month. Board Member Morrell proposed moving the Budget/Finance meetings to 9:00 – 10:00 a.m. and the Operations/Capital Meeting to 10:30 – 11:30 a.m. every 4th Monday of the month.

A **MOTION** was made by Board Member McIrvine and **SECONDED** by Board Member Meikle to move the committee meetings as proposed. **MOTION CARRIED (5-0)**

Establish Public Hearing Date for A/V Levy and FBC

In order to meet the required deadlines for filing property tax levy and FBC information with the County, a special meeting to hold a public hearing was scheduled for Tuesday, October 26, 2021 following the committee meetings. However, due to the new establishment of committee meetings on Mondays. The Board agreed to move the public hearing date from October 26, 2021 to October 25, 2021.

Establishing Public Hearing Date for Proposition No. 1

Pursuant to RCW 52.26.230(1), RRFA staff would like to hold a public hearing to provide information and an opportunity for public input to the upcoming benefit charge continuation election scheduled for November 2, 2021. The proposed public hearing date is on Monday, October 11, 2021.

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member Morrell to hold a public hearing on Monday, October 11, 2021 for the purpose of continuing the utilization of benefit charges to support the delivery of emergency services. **MOTION CARRIED (5-0)**

Bad Debt Write-Off Request

Section 5.4 of the RFA's Bad Debt policy states that all accounts owing RFA \$500.01 and over will be compiled into one list (as outlined in 5.2) and written off at the discretion of the Governance Board. RRFA staff proposed the Board authorize the Chief Administration Officer to write-off as bad debt a total of \$785.00 in accounts receivable from Fred Meyer Stores, Inc. The delinquent account has been in collections for three years with no amounts recovered. CAO Samantha Babich provided clarification on the collections process and past efforts to receive payment from the vendor.

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A **MOTION** was made by Board Member Corman and **SECONDED** by Board Member McIrvine to authorize the Chief Administration Officer to write-off as bad debt a total of \$785.00 in accounts receivable from Fred Meyer Stores, Inc. **MOTION CARRIED (5-0)**

King County Fire District #40 ILA

Renton RFA is entering into an agreement with KCFD #40, effective January 1, 2022 through December 31, 2041, unless earlier terminated in accordance with section 2.3 or 2.4, under the authority of RCW 52.26.090 and in conformity with chapter 39.34 RCW (Interlocal Cooperation Act). RRFA staff is requesting the Governance Board accept the agreement as presented and authorize the Fire Chief to sign.

A **MOTION** was made by Board Member Meikle and **SECONDED** by Board Member McIrvine to accept the Consolidation of Services ILA with KCFD #40 as presented and authorize the Fire Chief to sign. **MOTION CARRIED (5-0)**

Board Member Sartnurak expressed her thanks to the Fire Chief, Local 864, and RRFA staff for their hard work and patience in negotiating the ILA.

City of Renton ILA Amendment 1

The City of Renton and Renton RFA executed an ILA dated July 1, 2016 in conjunction with the formation of the Renton Regional Fire Authority. RRFA and the City of Renton have negotiated revisions to the ILA and the ILA exhibits. The revisions include language changes to Sections VIII.A and XVI.B, terminating Exhibits 3 and 5, and replacing Exhibits 1-7 in their entirety with Exhibits 1, 2, 4, 6 and 7 of the amendment:

- Exhibit 1 – Office of the Fire Marshal Services
- Exhibit 2 – Information Technology Services
- Exhibit 4 – Fleet Maintenance Services
- Exhibit 6 – Records Management
- Exhibit 7 – Emergency Management Program Support

RRFA staff is requesting the Governance Board to consent to the changes proposed in Amendment 1 of the ILA with the City of Renton as presented pursuant to Section IV of the ILA and authorize the Fire Chief to sign.

A **MOTION** was made by Board Member Corman and **SECONDED** by Board Member McIrvine to consent to the changes proposed in the City of Renton ILA as presented and authorize the Fire Chief to sign. **MOTION CARRIED (5-0)**

Appointment of Board Secretary

Section 5.4 of the RRFA Governance Board bylaws requires that the Board appoint a Board Secretary to perform the duties specified in the bylaws by motion. RRFA staff recommends that the Board appoint Evyn Villa as the Board Secretary.

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A **MOTION** was made by Board Member Corman and **SECONDED** by Board Member McIrvine to appoint Evyn Villa as the Board Secretary. **MOTION CARRIED (5-0)**

Discussion followed on arranging Zoom meetings between Evyn Villa and individual Board Members for the purpose of supporting the needs of the Board. Chief Heitman provided accolades to Christine Noddings for managing two roles while at the same time training Evyn Villa for the position.

DIVISION REPORTS

Administration

- CAO Samantha Babich provided an overview of the 2021 Quarterly Financial Report.

EMS/Health & Safety

- June 2021 Heatwave Wrap-Up between RRFA and City of Renton was completed. A list of successes, improvements, and new policies were decided on as a result of the collaboration.
- The deadline was met to submit all data to a public consulting group that will assist in assessing the costs needed in an aid call. The public consulting group will also assist in constructing a federal application package for GEMT.
- UW Valley has EMS appreciation day on 9/11.

Office of the Fire Marshal

- OFM Quarterly Report: Fire Marshal Barton summarized the OFM quarterly report provided in the packet. There will be two new Deputy Fire Marshals starting Monday, August 16th and mid-September. New construction highlights include the First Ukrainian Church and a new Amazon Distribution Center. Public outreach efforts included firefighters providing over 800 glow sticks during the 4th of July and reminders to residents that fireworks will be prohibited within both the city and King County next year. RRFA and Renton PD partnered to launch a “Virtual Safety Academy” for children ages 5-12.

Response Operations

- Deputy Chief DeSmith delivered the report on behalf of Deputy Chief Aho.
- Significant events: 7/18 Commercial Fire at Black River Quarry, 7/26 Window Washer Rescue, 7/27 Rope Rescue.
- Training: busy month of training which includes a partnership with the City of Renton Parks and the training of their Gene Coulon lifeguards.
- Public Outreach: 8/3/21 National Night Out; Aid unit present at the Seahawks Training Camp.

Support Services

- Station 16 Update – environmental report showed no wetlands or streams on property allowing development to continue.
- New Logistics Captain – Mark dos Remedios; thanks to previous Logistics Captain Dan Hawkins.
- Awarded a sprinkler grant of \$90,900 to assist with the Station 11 Remodel.
- Open Houses to begin on September 18th – each Saturday for seven weeks (Stations 11 – 17).

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CORRESPONDENCE

Chief Heitman shared a thank you letter from a Renton resident who expressed their appreciation for the crew that assisted with a home clean up on a very hot day.

Chief Heitman shared another thank you letter forwarded by Mayor Pavone from a Renton resident. The resident shared gratitude for the crew's exceptional salvage and overhaul efforts to prevent damage of their personal belongings.

GOOD OF THE ORDER

There was no good of the order.

EXECUTIVE SESSION

There was no executive session.

FUTURE MEETINGS

- Monday, August 23, 2021, 9:00 a.m., Budget/Finance Committee Meeting, Video Conference
- Monday, August 23, 2021, 10:30 a.m., Operations/Capital Committee Meeting, Video Conference
- Monday, September 13, 2021, 10:00 a.m., Governance Board Regular Meeting,
- Fire Station #13 (18002 108th Ave SE, Renton) / Video Conference

ADJOURNMENT

The meeting was adjourned at 10:51 a.m.

Ruth Pérez, Board Chair

Evyn Villa, Board Secretary

VOUCHER APPROVAL FOR SEPTEMBER 13TH, 2021 MEETING

AUDITING OFFICER CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the Renton Regional Fire Authority, and that I am authorized to authenticate and certify said claim.

Auditing Officer: _____

Steven C. Heitman, Fire Chief

AUDIT COMMITTEE

The vouchers below have been reviewed and certified by individual departments and the RFA's Auditing Officer as required by RCW's 42.24.080 & 090, and a list of vouchers has been provided for review by the Finance Committee.

The undersigned members of the Finance Committee of the Renton Regional Fire Authority do hereby approve for payment accounts payable vouchers totaling \$2,098,341.88, payroll vouchers and direct deposits totaling \$1,261,753.48

A/P VOUCHERS	Payment Date	Numbers	Amount
Checks	07/16/2021 - 08/15/2021	13387-13468	\$910,278.10
EFTs	07/16/2021 - 08/15/2021		\$289,064.10
Bank Drafts	07/16/2021 - 08/15/2021		\$898,999.68
AR Refund Checks	07/16/2021 - 08/15/2021	-	
TOTAL A/P			\$2,098,341.88
		No. of Vouchers	Amount
Direct Deposits	7/23/2021	170	\$612,105.16
Payroll Checks	7/23/2021	1	\$0.00
Direct Deposits	8/10/2021	170	\$649,648.32
Payroll Checks	8/10/2021	1	\$0.00
TOTAL PAYROLL		342	\$1,261,753.48
TOTAL CLAIMS			\$3,360,095.36

Renton Regional Fire Authority Governance Board:

Ruth Pérez, Board Chair

Myron Meikle, Board Member

Randy Corman, Board Member

Marcus Morrell, Board Vice Chair

Kerry Abercrombie, Board Member

Ryan McIrvine, Board Member



RENTON REGIONAL FIRE AUTHORITY

M E M O R A N D U M

DATE: September 13, 2021

TO: Kerry Abercrombie (Fire District 25)
Randy Corman (City of Renton)
Ryan McIrvine (City of Renton)
Myron Meikle (Fire District 25)
Marcus Morrell (Fire District 25)
Ruth Pérez (City of Renton)
Linda Sartnurak (Non-Voting Advisory Position, Fire District 40)

FROM: Steve Heitman, Fire Chief

SUBJECT: Renton Regional Fire Authority Chief's Report

1. Congratulations are in Order

Please join me in congratulating the following firefighters for completing their 2B JATC step:

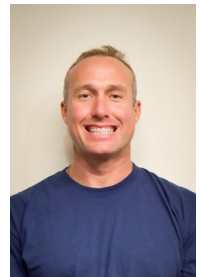
- FF Patrick Leahy
- FF Lindsay Ris
- FF Sean Hartman
- FF Brandon Ross
- FF Daniel Yun
- FF James Hopf

2. New RRFA Members

Please join me in welcoming our newest members! Their first full day at the academy was August 30th and graduation is scheduled for January 20, 2022.

David Cox

I grew up in Florence, SC and currently live in Lakewood with my beautiful wife Alyssa. We don't have any children, but we do have two Siberian Huskies that we treat like our kids. I served in the U.S. Army as a Special Forces Green Beret for 12 years. I got my degree at the University of Washington for Architectural Design when I got out and then practiced architecture for a few years. I own an Indian motorcycle that I ride all the time around the state of Washington, and I also like to do a lot of custom woodworking in a shop that I built.

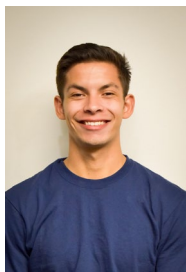


Tommy Horning

I was born and raised in Elk Grove, CA. I played baseball at Cosumnes River Junior College for 2 years and then my last 2 years at Cal State LA. I enjoy archery hunting and spending time with my wife of 10 years and my 4-year-old daughter and 8-month-old son. Prior to this I was with the Seattle Police Department.

Shawna Mailloux

I grew up on Camano Island and have lived all over from New Hampshire, to Guam, to Hawaii. I played college softball for the University of Akron and played football for the GWTL. I have a daughter that is 4 years old. I owned a small woodworking business in Hawaii and worked in construction.



Kristian Ramos

I was born and raised in Kent, Washington. After high school, I joined the Marine Corps where I was stationed in Okinawa, Japan for 2 years, then moved to California where I worked as a boat coxswain and boat mechanic. I spend most of my free time outdoors snowboarding, hiking, camping and rock climbing.

Arthur Zhiryada

Arthur was born and raised in Portland, Oregon. He started his journey in the fire service as a fire explorer with Clackamas Fire District #1 in 2018. A year later he became a paid-on-call firefighter and part-time fire inspector with the Woodburn Fire District. In addition to numerous ICC and Fire certifications, Arthur is completing his AAS degree in Fire Prevention from Chemeketa Community College. Arthur plans on continuing his education and pursue a BA in Fire Administration from Eastern Oregon University. In his free time, Arthur enjoys playing soccer, traveling, biking, and spending time with his family and friends.



3. CAP New Member Meet and Greet

On August 23rd, we held a virtual “meet and greet” to introduce our two new Citizen Advisory Panel candidates, Dave McCammon and Helen Stanwell. I met with each of them for coffee afterward and both applicants have accepted their invitation to join the panel.

4. Training Consortium Strategic Planning Meeting Update

5. Station Open House Update

We are hosting station open houses next month to reconnect with our citizens and provide information regarding home fire safety and Proposition 1. Station open houses are scheduled as follows:

- October 16th – Station #11 (9-11am) and Station #12 (1-3pm)
- October 23rd – Station #13 (9-11am) and Station #15 (1-3pm)
- October 30th – Station #16 (9-11am) and Station #17 (1-3pm)

6. Governance Board Notifications

We have no purchases to notify the Governance Board of this month.



HOME FIRE SAFETY

SMOKE ALARMS

- ☐ A device that detects smoke and sounds an alarm to escape.
- ☐ Every home should have at least one smoke alarm on every level.
- ☐ Never take the battery out of your smoke alarm except to replace it.
- ☐ Some smoke alarms have batteries that need to be changed. If it "chirps," change the battery.
- ☐ Test your smoke alarms every month to make sure the alarm sounds.



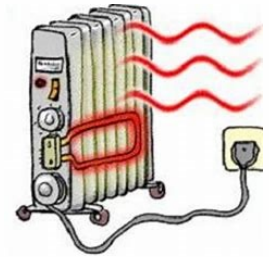
COOKING

- ☐ Never leave cooking unattended.
- ☐ Keep the stove clean and use it for cooking only.
- ☐ If a grease fire happens, turn off the burner and put a lid on the pan. Do not use water on the fire.



HEATING

- ☐ Keep items away from all heaters.
- ☐ Turn portable heaters off when you leave or go to sleep.
- ☐ Never use extension cords with portable heaters.



CARBON MONOXIDE POISONING

- ☐ Some appliances and machines produce a poisonous gas that cannot be seen or smelled.
- ☐ Never use the following inside homes, garages and other enclosed spaces, or outside an open window: generator, charcoal grill, camp stove, or vehicle.
- ☐ Never use a gas oven to heat your home, even for a short period of time.

IF YOU HAVE A FIRE

- ☐ Get everyone out.
- ☐ Go to your family meeting place.
- ☐ Call 9-1-1 for help.
- ☐ Never go back inside a burning house or building.



WHEN YOU CALL 9-1-1

- ☐ Call 9-1-1 for emergencies. Use it for fire, medical help, and police. It is free to call 9-1-1.
- ☐ If you don't speak English, try to tell the operator what language you speak for an interpreter.
- ☐ Be ready to tell what kind of emergency it is and what the address is.



425-276-9500 (phone)
425-276-9592 (fax)



www.rentonrfa.org
[@rentonrfa](https://twitter.com/rentonrfa)



18002 108th Ave SE
Renton, WA 98055



RENTON REGIONAL FIRE AUTHORITY

PROPOSITION 1 | VOTE NOVEMBER 2, 2021

Maintain fire and life safety services in the Renton community by reauthorizing the fire benefit charge for 10 more years.



- **The fire benefit charge (FBC) currently funds over 40% of the budget**—paying for firefighters, engines and aid units, fire stations, equipment, etc.
- **Voters initially approved the FBC in 2016.** State law requires voter approval to reauthorize the FBC no later than 6 years after it was first approved.
- The FBC distributes costs based on the size, risks and hazards posed by different structures. Generally, residential properties pay less, and multi-family and large commercial/industrial structures pay more.
- **Renewal of the FBC does not add a new tax or fee.** It reauthorizes the existing, voter-approved fee, continuing funding to maintain emergency response times and service levels.
- Reauthorization of the FBC also maintains the cap on Renton RFA's maximum fire levy—keeping it **one-third lower** than what it could be otherwise (a \$0.50 per \$1,000 reduction in allowable property tax).

FOR MORE INFORMATION:

www.RentonRFA.org or 425-276-9500



RENTON REGIONAL FIRE AUTHORITY

PROPOSITION 1

REAUTHORIZATION OF THE FIRE BENEFIT CHARGE

VOTE
NOV. 2

Learn more: www.RentonRFA.org | 425-276-9500





Proposition 1 Key Talking Points

- Proposition 1 in the Nov. 2 General Election allows voters to decide on the reauthorization of the current fire benefit charge (FBC).
- This is not a new or additional fee; it is a continuation of the current fee.
- The FBC is one of two primary funding mechanisms used to support fire and life safety services throughout the Renton community, the other is property tax.
- Unlike property tax, the FBC does not increase when property values rise. It remains consistent based on a predetermined formula that considers the size, risk, and hazards associated with all structures on a property.
- Larger, higher-risk properties pay more because they require more resources to protect. Smaller, lower-risk properties pay less because they require less resources.

Example: Typically, a single family home will pay less under the FBC than a small restaurant because the restaurant has greater hazards/risk, requiring greater resources to protect it- even if the property values are similar.

- Properties with improved fire protection, like monitored fire alarms and fire sprinklers may be eligible for discounts.
- Low income or disabled persons who qualify for property tax discounts under RCW 84.36.381-389 will receive the same percentage discount on their fire benefit charge.
- Visit www.rentonrfa.org/benefit-charge or call **425-276-9500** for more info.



Proposition 1 Do's and Don'ts

DO

While working as a rep of RRFA, do...

- Answer election questions educationally, objectively, and factually.
- Explain what the measure is/does.
- Let people know the election is 11/2.
- **Encourage people to vote!**
- Let them know the Governance Board unanimously placed the measure on the ballot for voters to decide on.

On your own time, do...

- Campaign for the ballot measure.
- Display & distribute campaign materials.
- Speak to individuals, groups, and businesses in support of the measure.
- Be clear that you are advocating in your personal capacity, **not** as a RRFA representative.[to Top](#)

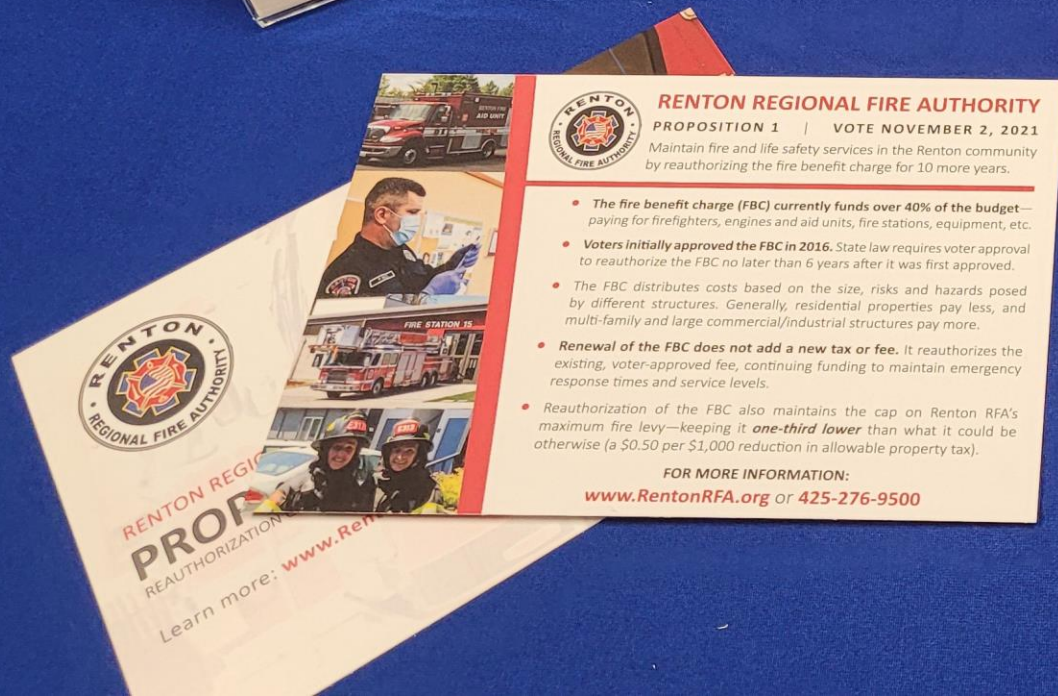
DON'T

While working as a rep of RRFA, do not...

- Ask people for their support or to vote in favor of the measure.
- Advocate or campaign in favor of the measure.
- Display or distribute any promotional campaign materials on public property.
- Use **RRFA supplies, tools, or resources** to advocate or distribute promotional campaign materials.

On your own time, do not...

- Use any **RRFA provided** email or resources to advocate or distribute promotional campaign materials.
- Do not campaign or advocate while wearing RRFA uniforms or RRFA branded apparel.





Eastside Fire & Rescue

Proudly Serving Issaquah, North Bend, Sammamish and Fire Districts 38 & 10, which includes Carnation

July 21, 2021

RECEIVED
AUG 06 2021

BY: *Pat*

Renton Regional Fire Authority
18002 108th Ave. S.E.
Renton, WA 98055

RE: Letter of Appreciation

On behalf of Eastside Fire & Rescue, the community members of Fire Protection District 10, the City of Issaquah, and surrounding areas, we would like to express our deep appreciation for the professional support your team provided at the Cedar Hills Fire.

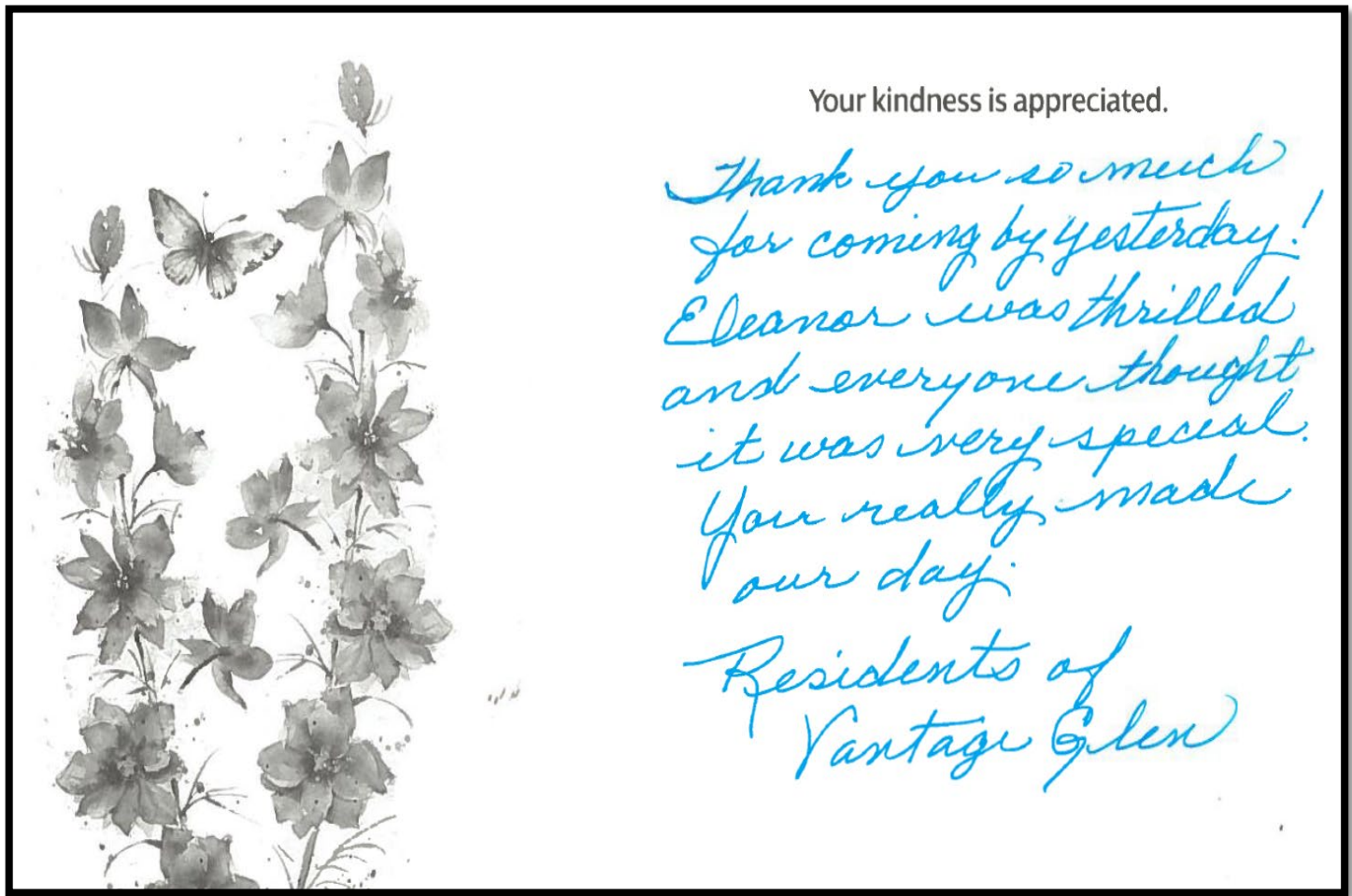
The safety and security of our community members is paramount in our daily mission. It was clear that your team was focused on supporting our unified operations platform. They worked side by side with not only members of Eastside Fire & Rescue, but many agencies, to help ensure safe and efficient operations.

Their constant level of professionalism and commitment to assisting within the region is truly appreciated and recognized.

Respectfully,

Ben Lane
Deputy Chief of Operations

Eleanor Giberson turned 103 years old on 9/3/21 - a Renton resident of the Vantage Glen Homes adjacent to Station 13. She was visited by the crew of Ladder 311.



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Governing Board Agenda Item

SUBJECT/TITLE: Proposed Waiver of Fire Permit Fees in 2022

STAFF CONTACT: FM Barton

SUMMARY STATEMENT:

Fire Permit fees are adopted by the Renton City Council and included in the City of Renton Fee Schedule. Permit fees will be \$125 per operation in 2022, as identified in the fire code as adopted by state law in RCW 19.27.

Permits include hazardous materials, compressed gasses, open flames, outdoor burning, and assembly uses (gathering spaces for more than 50 occupants).

FISCAL IMPACT:

Expenditure _____ Revenue (\$47,500)

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

Due to Covid19 and the impacts restrictions have had and the uncertainty of future impacts on Renton businesses, we are requesting approval to waive the fees associated with tents, open flame, outdoor burning and assembly permits. Past occupancy restrictions have had significant impact on Renton's business community and waiving these fees may assist them financially.

The projected impact of this temporary waiver in 2022 would be an approximate \$47,500k reduction in permit revenue.

Reviewed by Legal Yes ☐ No ☒

EXHIBITS:

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the proposed waiver of permit fees for tents, open flames, outdoor burning and assembly use and authorize staff to waive these fees in 2022 when the applicable permits are issued.



Governing Board Agenda Item

SUBJECT/TITLE: Scott SCBA & RIT Kit Replacement

STAFF CONTACT: DC Seaver

SUMMARY STATEMENT:

The RFA would like to make a capital equipment purchase to replace our Scott SCBAs, masks, and RIT kits. We do not need to purchase SCBA bottles, as our current stock is complete and compatible. Our current packs are at the end of their 10-year lifespan and are past 2 NFPA cycles (2013/2018). This purchase will meet the updated NFPA standards and increase our communication capabilities.

FISCAL IMPACT:

Expenditure \$995,657.55 (Tax incl.)

Revenue _____

Currently in the Budget Yes ☒ No ☐

SUMMARY OF ACTION:

Our Scott SCBAs have reached the end of their 10-year life and warranty. Due to the updated NFPA standards, we are currently only able to repair our SCBAs and are not able to replace. Through attrition, we do not have a full complement of SCBAs to keep all of our reserve rigs stocked. Additionally, we are replacing the RIT kits that are also in need of updating to the current standards and compatible with the new SCBA masks. \$1,029,000 was budgeted this year for this purchase.

Reviewed by Legal Yes ☒ No ☐

EXHIBITS:

- 1) [SeaWestern Quote/HGAC Contract](#)
- 2) [3M Scott X3 Pro Brochure](#)
- 3) [Scott RIT Brochure](#)

RFA GOVERNANCE BOARD RECOMMENDED ACTION:

I move to approve the purchase of new SCBAs, masks, and RIT kits from SeaWestern.

September 10, 2021

MEMORANDUM

To: Renton Regional Fire Authority.

From: Brian Snure

Re: Verification of HGAC Contract EE08-19 Compliance with RCW 39.34.030(5)(b)

.....

Background.

Public agencies in Washington State may purchase off of competitively bid contracts awarded by other public agencies provided such purchases comply with RCW 39.34.030(5)(b) and the requirements listed below. This Memorandum is intended to provide documentation confirming that the public agency listed above may purchase the products listed in **Exhibit 1** from SeaWestern, Inc. under the above referenced bid process.

RCW 39.34.030(5)(b) states as follows:

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any obligation with respect to competitive bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid, proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

HGAC Bid Law Compliance. The procurement process used by HGAC for Contract EE08-19 is in compliance with Section 252 of the Texas State Local Government Code (**Exhibits 2 and 3**). HGAC posted its bid solicitation notice on the HGAC website. (**Exhibit 4**). Accordingly, The bid process used by HGAC is in compliance with the requirements of RCW 39.34.030(5)(b).

HGAC Contract Award. Scott Technologies Inc., submitted the successful low bid (**Exhibit 5**) and was awarded a contract for the products listed in Exhibit 1 (**Exhibit 6**). Scott subsequently assigned its rights to SeaWestern, Inc. (**Exhibit 7**).

HGAC Interlocal. Renton Regional Fire Authority is a documented end user of HGAC and has a signed interlocal agreement in place. (**Exhibit 8**).

Conclusion. Pursuant to RCW 39.34.030(5), the District may purchase products listed in Exhibit 1.

SeaWestern, Inc.
P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

EXHIBIT
1

Quote

Phone: 425-821-5858
Fax: 425-823-0636
Email: Info@seawestern.com
www.seawestern.com

Bill To:		Ship To:		Date	08/09/2021
RENTON REGIONAL FIRE AUTHORITY 18002 - 108TH AVE SE RENTON, WA 98055		RENTON REGIONAL FIRE AUTHORITY 8320 S 208TH ST, SUITE H110 KENT, WA 98032		Customer No.	10658
				Quote No.	QUO6599
				Sales Rep	
Attention	Delivery	FOB	Expires	Adrian Parker	
			09/30/2021		

Qty	Unit	Part Number	Description	Unit Price	Extended Pri...
55	EA	SCOTT X3 Pro	3M Scott Air-Pak X3 Pro SCBA NFPA 1981/1982, 2018 Edition Ordering Part Number: X8915026305304	5,995.00	329,725.00
5	EA	SCOTT X3 Pro	3M Scott Air-Pak X3 Pro SCBA NFPA 1981/1982, 2018 Edition Ordering Part Number: X8915026305H04	5,995.00	29,975.00
44	EA	SCOTT X3 Pro	3M Scott Air-Pak X3 Pro SCBA NFPA 1981/1982, 2018 Edition Ordering Part Number: X8915026301303	6,495.00	285,780.00
150	EA	SCOTT FP1MK0002M 10010	C5,M,KV,RDI/BCH, MOT,EN,	1,275.00	191,250.00
27	EA	SCOTT CF5V20S0	C5,VEH CHGR, AC PWR SUP	295.00	7,965.00
1	EA	SCOTT 201673-02	REGULATOR, ASSEMBLY, RIT, EZ-F	849.30	849.30
1	EA	SCOTT 201825-01	RIT-PAK MASK, VISION C5	284.20	284.20
1	EA	SCOTT 31003989	QD, MALE, CHECKED, UEBSS	212.55	212.55
1	EA	SCOTT 31003990	QD, FEMALE, CHECKED, UEBSS	212.55	212.55
2	EA	SCOTT 31004104	ADAPTER,AIRLINE UEBSS	11.14	22.28

Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable

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[Return to Agenda Item Form](#)

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SEAWESTERN
FIRE FIGHTING EQUIPMENT

Phone: 425-821-5858
Fax: 425-823-0636
Email: Info@seawestern.com
www.seawestern.com

Qty	Unit	Part Number	Description	Unit Price	Extended Pri...
1	EA	SCOTT 31003994	DUST CAP, 2 PORT, UEBSS	29.24	29.24
14	EA	SCOTT 201564-32	C5 RIT-Pak Fast Attack, 5.5, Medium, Rectus Fitting	2,702.70	37,837.80
14	EA	SCOTT 201568-01	CYL&VALVE ASSY, 45/5500,90 DEG	1,441.30	20,178.20
			Pricing per HGAC Contract EE08-19		

	Subtotal	904,321.12
Tax Total (WA_1715 KENT GROUP 10.1%		91,336.43
	Total	\$995,657.55

Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable

**Search****HELPING GOVERNMENTS ACROSS THE COUNTRY BUY**

About the Cooperative

H-GAC and the Cooperative Purchasing Program

The Houston-Galveston Area Council (H-GAC) is the largest of 24 Councils of Government (COG) in Texas, and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years.

H GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the End User (local governments and certain non-profits) and HGACBuy, and gives the End User access to HGACBuy contracts.

**HELPING
GOVERNMENTS
ACROSS THE
COUNTRY
BUY**

H-GAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States.

HGACBuy contracts are established based on the requirements of [Texas Local Government Code, Chapter 252]. Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are blanket type, usually for a term of two or three years. Use of HGACBuy for purchases by any End Users is strictly at the discretion of that entity. End Users issue their purchase orders to and pay directly the HGACBuy Contractor.



COOPERATIVE PURCHASING PROGRAM
Houston-Galveston Area Council of Governments
3555 Timmons, Suite 120, Houston, TX 77027
Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

EXHIBIT

3

INVITATION TO SUBMIT COMPETITIVE:



BIDS



PROPOSALS

INVITATION No.: EE08-19

ISSUE DATE: **March 7, 2019**

CATEGORY: **Emergency Medical & Rescue Equipment**

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (**HGACBuy**) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 7000 member local governments, districts, agencies in 49 states across the nation.

Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at **H-GAC** offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	January 10, 2019
PRE-BID/PROPOSAL CONFERENCE:	February 7, 2019 @ 9:00 a.m. CT; H-GAC Offices
FINAL SPECIFICATION / INVITATION:	March 7, 2019
BID/PROPOSAL RESPONSES DUE:	April 4, 2019 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	April 4, 2019 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	May 21, 2019
CONTRACT START DATE & TERM:	August 01, 2019 through July 31, 2021
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Jackie Palmer Phone: 713-993-2466 E-mail: jpalmer@h-gac.com	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements & Specifications (Final)

SECTION C - **HGACBuy** *FORMS* (Final)

SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

You must affix an identifying label to the outside of your Sealed Response Package to ensure proper identification and log-in at **HGACBuy** offices on receipt. **HGACBuy** is not responsible for any response that might be lost or misdirected due to improper or unclear labeling. Your label should look as follows and should be affixed conspicuously to the package.

<p>H-GAC Cooperative Purchasing</p> <p>Sealed Bid/Proposal No. <u>EE08-19</u></p> <p>DO NOT OPEN IN MAIL ROOM</p>

Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. EE08-19

DESCRIPTION: EMERGENCY MEDICAL & RESCUE EQUIPMENT

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt Of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department Of Justice
DOT = U.S. Department Of Transportation
EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Administration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Administration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Department Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to thoroughly examine and review all documentation associated with this Invitation, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.

- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, and shall be considered to be in the public domain.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked “confidential” or “proprietary”, the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.
- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC's** Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror's** resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor's** responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made **ONLY** with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a **Form A** from a licensed Texas Motor Vehicle Dealer

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
- a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.
- d. Selection of Product Codes for which to submit an offer is at **Offeror's** sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on **Form D**, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC's** specifications. Such features **SHOULD NOT** be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC's** and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.
- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC**'s sole discretion.
- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty, and shall not be a substitute for such. **Offeror**'s base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor**'s behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the H-GAC contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained, but shall not be a determining factor in awarding contracts except in the case of tie offerings.
- b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
- c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.

24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of H-GAC and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
- b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice, and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
- c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement, and must be stated clearly on the Contract Pricing Worksheet.
- d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
- e. Contractor shall advise **End User** prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with **End User's** requirements, providing only that such arrangements do not contravene any requirement of the H-GAC contract unless agreed to by **Contractor**.
- f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or H-GAC, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.

26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to H-GAC only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be

considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to insure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.
- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
 - The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
 - Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".**H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain **ALL** required information in tabbed sections as detailed below. Omission of any required **FORM** or information will be sufficient grounds for **H-GAC** to consider your response to be non-compliant.
- m. **First Section:**
 - **Form(s) A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
 - **Form B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
 - **Form C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.

- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response.
- **Form 1295 – Certificate of Interested Parties** – Must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and provided from each entity that has submitted a Form A for this submission.
- **House Bill HB 89 Verification Form** – completed and signed and provided from each entity that has submitted a Form A for this submission.
- **References**, formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist, and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

- e. All best efforts have been made to insure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the **FORMS**. **Offeror's** information supplied on the **FORMS** shall take precedence in the event any standard “boilerplate” type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed **FORMS** supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
- **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses, and may reject any part of a response.
- c. **H-GAC, at its sole discretion**, may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- d. **The following occurrences require disqualification of the bid/proposals:**
- Unsigned or unauthorized signatures on bids/proposals;
 - Bids received after the date and time for opening
 - Bids where prices are conditional on award of another bid or are subject to unlimited escalation
- e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC**.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for frequently purchased options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within forty-five (45) calendar days after presentation by **H-GAC**. If a contract is not executed within forty-five (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program, and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation, but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by **Contractor**.
- f. **Contractor** will deliver products/services ordered, and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's** **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change, and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D and E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program, and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC's** website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable
 - End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format, and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as

possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

50. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

51. **NATIONWIDE SALES OPPORTUNITIES**

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

<p style="text-align: center;">End of Section A General Terms And Conditions</p>

SECTION B – PRODUCT SPECIFIC REQUIREMENTS
For
EE08-19 - EMERGENCY MEDICAL & RESCUE EQUIPMENT

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BACKGROUND & PURPOSE:

The Houston-Galveston Area Council (**H-GAC**) is a government agency which provides a Cooperative Purchasing Program as part of its service to other government agencies. The Program currently makes blanket type contracts, covering products and services for the use of its membership of more than 7000 local government participants including cities, counties, emergency service districts, school districts, etc. Any local government may participate in the Program so long as their state has “inter-local cooperation authority” or other joint power provisions that allow participation in cooperative activities. Currently, this practice is approved and provided through most states. There are also no costs associated with joining the **H-GAC** Cooperative Purchasing Program.

With this Bid Invitation, **H-GAC** is soliciting bids for the purpose of selecting qualified Manufacturers/Distributors to make their Emergency Medical & Rescue Equipment available to all current and future participants in this Cooperative Purchasing Program. This provides qualified governmental entities, political subdivisions and non-profit organizations the ability to purchase this equipment in an efficient, cost effective and competitive procurement method. This will be a multi-source contract for all Contractors/Distributors meeting or exceeding the minimum specifications set forth herein as well as meeting the lowest bidding requirements.

COMMITMENT

Offeror is required to make some basic commitments to insure the overall success of this program. By submission of a response, offeror commits to the following:

- **Corporate/Sales Commitment** – A commitment that **HGACBuy** has the support of senior management and that **HGACBuy** will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with **HGACBuy**.

- **HUB Participation** – It is **H-GAC's** goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. IF **Offeror(s)** intends to employ subcontractors in providing services/products related to this solicitation, **Offeror(s)** shall make and demonstrate a good faith effort to include HUB participation under a contract. **Offeror(s)** good faith effort shall include, but is not limited to the following affirmative steps (ref. 2CFR 200.321):
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
 - 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

PROCUREMENT PROCESS

The **HGACBuy** procurement process operates generally as follows:

- a) End User/Buyer contacts Contractor and discusses requirements.
- b) Contractor prepares an **HGACBuy** Contract Pricing Worksheet for End User/Buyer, based on **H-GAC** contract.
- c) End User/Buyer sends a purchase order to Contractor, and Contractor faxes a copy to **H-GAC** along with the Contract Pricing Worksheet.
- d) For each purchase order received, **H-GAC** will prepare an "Order Confirmation" and transmit it to both End User/Buyer and Contractor. The Order Confirmation verifies that Contractor has a valid **H-GAC** contract and that the order is being handled legally thru the **HGACBuy** Program.
- e) **H-GAC** will invoice Contractor for the Order Processing Charge.
- f) Contractor delivers the ordered product (s) and invoices End User/Buyer.
- g) End User/Buyer pays Contractor for products(s) received and accepted.
- h) Contractor remits Order Processing Charge to **H-GAC**.

PRICING

1. Offeror's pricing shall be equal to or better than the Offeror's pricing discounts normally extended to local governments.
2. All pricing shall be exclusive of freight, which will be added as a separate PO item at the time of each purchase, specific to the individual H-GAC Member's location, calculated as per carrier invoice. As per Section-A, HGAC orders shall be FOB destination, freight prepaid, with shipping arranged by Contractor (freight billed to Member) and responsibility for the shipment being with the Contractor up to the end user delivery point exchange.
3. For purposes of this Invitation and any subsequent contract, all items offered shall be identified by a seven (7) character alpha-numeric Product Code, as preformatted on **Form-D**. The 5th character represents the general equipment category. The 6th and 7th (alpha) characters represent the

manufacturer or brand and catalog.

4. Please note: **Form-D** is the desired format for specific, preapproved brands and catalogs, (or specific models / solutions). **Form-E** is intended for the pricing of options that are directly related to Form-D line items. **Form-E** is not intended as a medium for Offeror to price non-approved competing equipment, as this does allow for competitive bidding from other potential dealers (for example: if a dealer prices brand "A" lifts on Form-D, then a different brand, "B", may not also be listed on **Form-E**).
5. As described in **Section-A**, for each purchase order under an awarded contract, H-GAC will invoice contractors directly for the **1.5% H-GAC purchase order processing charge**. It is each Offeror's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into the catalog line items and option prices, accordingly. During the life of the contract, the percentage discount shall still prevail on catalog line items. On purchase orders where a contractor extends an additional point-of-purchase discount, the order processing charge shall still be calculated by H-GAC against the awarded bid pricing before any additional discounts have been applied.

6. **Form-D: Catalog Line Items**

- 6.1 For each catalog priced under this Invitation, Offeror shall supply a comprehensive, percentage-off-list discount level for the described catalog, on **Form-D**. Catalog line items submitted without any listed discounts (i.e. zero-percent) may be deemed non-compliant. A zero-percent discount should be shown as "List" on Form D/E. If Offeror maintains that a single, comprehensive discount is not feasible for a given catalog bid (i.e. averaged discounts a problem due to very different margins across categories), then Offeror may submit multiple percentage discounts for a given catalog, by category; HOWEVER, in such a scenario, Offeror should limit the number of discount variances to the broad equipment categories found in a given catalog. **In the event of competition for said catalog, an average of these multiple discounts will be taken for evaluation purposes.**
- 6.2 Catalogs and their associated pricing shall be those official documents that are in effect at the time of the bid submittal (i.e. April 2019). If a manufacturer's catalog represented under this contract is changed (i.e. new and/or dropped items) during the contract period, Contractor shall notify HGAC of change and supply a digital copy of the new catalog version for a formal contract update.
- 6.3 For every Form-D listed catalog bid under this Invitation, Offeror shall include the following with bid package -- a copy of:
 - The applicable manufacturer's catalog (**printed and digital copies**) with list pricing, and,
 - If normally a separate document, an associated list price book/sheet (printed and digital copies), with manufacturer item codes, options descriptions, and list prices.

Clarification: for catalogs bid that do not include list pricing as integral to the catalog, a separate price book/list must be included. Failure to include this will result in Offerors' bid for this specific catalog being deemed non-compliant.

7. **Form-E Options Pricing:**

- 7.1 Offeror shall use **Form-E** to price all common options and services that relate to the base items bid on **Form-D**. For catalog line items, Offeror shall include those related value-added services and accessories that fall outside the catalog, such as extended warranties or installation.

PRODUCT CATEGORIES:

This Invitation is meant to include a comprehensive range of different types Emergency Medical & Rescue Equipment from various manufacturers. The Product Categories covered by this bid are defibrillators, chest compression systems and related rescue equipment:

Portable Defibrillators & Chest Compression Systems

- A. In-Home / Work & Onsite Public Access AED
- B. Biphasic Automated External Defibrillators
- C. Semi-Automatic Biphasic Defibrillators w/ECG Monitoring
- D. Manual Biphasic Defibrillators w/ECG Monitoring
- E. Semi-Automatic Manual Biphasic Defibrillators
- F. Chest Compression Systems
- G. Other Products Related To Defibrillators

Emergency Rescue Equipment

- A. Self-Contained Breathing Apparatus (SCBA)
- B. Spreaders
- C. Cutters
- D. Combination Spreader/Cutter Tools
- E. Rams
- F. Stabilization/Shoring Struts
- G. Air Lift Rescue Bags
- H. Hand-Held Thermal Imaging Equipment
- I. Fire Rescue Saws
- J. Electronic Personnel Accountability System (STAND-ALONE)
- K. Breathing Air Systems
- L. Bunker Gear

Note: Each Base Product covered by this Invitation has been pre-listed on **Forms D** (Portable Defibrillators & Chest Compression Systems) & **D1** (Emergency Rescue Equipment), and is identified by a unique **H-GAC** Product Code. Bidders shall decide which line items to bid and shall fill in a bid price in the appropriate cell on **Forms D & D1**. It is this bid pricing that will determine contract awards.

STANDARD EQUIPMENT & ACCESSORIES:

All products bid and purchased hereunder must be the manufacturer's complete standard equipment and accessories, with all basic features as shown in the manufacturer's printed literature, except as may be explicitly modified by these specifications.

Note: Bidder shall supply a spec sheet for each product code bid on Form D and/or D1. These sheets should detail Model No's and what features are included in the price quoted for each of these line items.

Note: Defibrillator batteries to be priced/included in bid price.

- A. **In-HOME / WORK & ONSITE PUBLIC ACCESS AED**
 - Biphasic waveform
 - Clear voice instructions, including guidance through CPR
 - Designed to deliver shock ONLY if needed
 - All electrical leads and connections shall be isolated
 - Ability to use on an Adult as well as a Child/Infant

- To include a training video at a minimum
- Self-tests its system, daily or weekly

B. BIPHASIC AUTOMATED EXTERNAL DEFIBRILLATOR

- Biphasic waveform
- Standards: AAMI, IEC 60601, CSA
- Unit to be waterproof
- Batteries: Non-Rechargeable, Lithium or rechargeable sealed lead-acid batteries.
- Energy output not to exceed 360 joules
- **Electrical Protection: All leads protected against high voltage defibrillator pulses.**
- **Output Energy Sequence: Three levels, user configurable.**
- **Audible tones and voice prompt to assist user throughout the operation sequence.**
- Event Documentation: Internal digital memory or approved equal
- Controls: POWER ON; ANALYZE and/or starts ECG analysis

C. SEMI-AUTOMATIC BIPHASIC DEFIBRILLATOR w/ECG MONITORING

- Biphasic waveform
- Standards: AAMI, UL544, IEC 601, CSA
- Defibrillator Advisory: Evaluate electrode connection and patient ECG to determine if defibrillation is needed.
- Batteries: Rechargeable.
- Energy output not to exceed 360 joules
- **Smart Alarms: Meeting standards and guidelines set by the AAMI and AHA.**
- **Display: High-resolution.**
- **Heart Rate Display and Alarms: Manufacturers standard following AAMI and AHA standards and guidelines.**
- **Thermal array recorder.**

D. MANUAL BIPHASIC DEFIBRILLATOR w/ECG MONITORING

- Biphasic waveform
- Standards: AAMI, UL544, IEC 601, CSA
- Defibrillator Advisory: Evaluate electrode connection and patient ECG to determine if defibrillation is needed.
- Batteries: Rechargeable.
- Energy output not to exceed 360 joules
- **Display: Hi-Resolution.**
- **Patient Connection: 3-lead ECG cable, paddle and electrodes.**
- **ECG monitoring**
- **Recorder: Initiated by alarm conditions and defibrillator discharge.**
- **Event memory: Continuous recording of ECG data and device status.**

E. SEMI-AUTOMATIC MANUAL BIPHASIC DEFIBRILLATOR w/ESCALATING JOULES

The following specifications will describe a basic, semi-automatic manual biphasic external defibrillator with an escalating energy output not to exceed 360 joules, battery powered, compact and waterproofed. The following specifications are minimum requirements except where noted.

- Biphasic waveform
- Standards: MIL-STD-461D, RE101; EN55011, class B, Group 1. Susceptibility: MIL-STD-461D, CS114, RS101.
- Unit to be waterproof.
- Defibrillator Advisory: Evaluate electrode connection and patient ECG to determine if defibrillation is needed.
- **Event Recording: Continuous recording of ECG data and events (including waveform and annotations)**
- **Monitor: ECG patient monitoring.**
- Batteries: NiCad or rechargeable SLA (sealed lead-acid).
- Energy output not to exceed 360 joules

Display: Monochrome.
Recording capabilities.

F. CHEST COMPRESSION SYSTEMS:

All systems must be delivered and ready for immediate use. These compression systems may be mode of operation may be pneumatic or electrical. These systems must be designed to deliver uninterrupted compressions at a consistent rate and depth to facilitate return of spontaneous circulation.

LCD Display

AHA Guidelines

Memory for downloading data for CPR review and documentation

Audible alarms prompting for ventilation, pausing and patient movement

G. OTHER PRODUCTS RELATED TO DEFIBRILLATORS:

H-GAC is always looking for new products to better serve its End Users. These shall be products that are similar in nature to defibrillators, generally hi-tech, not normally considered an off-the-shelf item, and should have a significant dollar value. These new product listings are items already being purchased by various governmental agencies and or non-profit organizations. H-GAC always has the right to eliminate any products listed and priced on **Form D** and **Form E**, due to the inability to enhance this contract. These “other products” shall be listed and priced on **Form E** as options. Bidder can list these products individually or provide a price list/catalog and identifying the pricing method for H-GAC members (i.e. % discount etc.).

COMPLIANCE REQUIREMENTS FOR SCBA’S & RESCUE EQUIPMENT:

Bidders shall specify whether the Rescue Equipment being bid is compliant with the standards (NFPA 1936/1981/1982, NIOSH, CBRN, NFPA 1801) specified in Section B and listed on Form D1. Bidder shall simply enter (yes/no or n/a) in the appropriate column for each item being bid where applicable. Compliance with these standards is not mandatory in order to participate in this bid process. Contract awards will be based on bid pricing provided on Forms D & D1.

HYDRAULIC-POWERED EXTRICATION EQUIPMENT

There are four (4) categories of Extrication Equipment: **Spreaders; Cutters; Combos; and Rams**. Each category contains minimum design and package configurations for a number of extrication equipment models. Bidders shall choose one or more of the models listed, each designated by a distinctive three alpha character product code pre-listed on **Form D1** to bid. Bidder shall reference the specific model on H-GAC documents by these product codes. The following descriptions shall represent minimum design parameters for each tool. Each Base Unit shall be designed for the purpose of extrication on structurally collapsed settings or vehicle/machinery entrapment.

Note: Bidder must specify for each of the above four categories whether or not the equipment being bid is compliant with the NFPA 1936 Standard for Power Rescue Tool Systems (latest edition) -- including accessories (safety factor minimums per NFPA) on Form D1.

Note: Independent, third party compliance certification, per NFPA guidelines shall be provided for NFPA 1936 compliant tools bid upon request.

Note: Each system shall come equipped with a detailed operator’s manual (the price of which shall be included in the bidder’s Base Unit price) and be warranted against manufacturer’s defects (workmanship and materials) for a minimum of one (1) year, effective on delivery.

Note: Compatible Power Units are to be listed as options and priced accordingly for any hydraulically powered extrication tool being quoted on Form E.

A. SELF-CONTAINED BREATHING APPARATUS (SCBA)

The following description shall represent minimum design parameters for each SCBA. Each unit shall be designed for the purpose of mobile breathing support in fire settings. Each model shall be an open circuit, positive pressure (“pressure demand”) type, self-contained breathing instrument. All units sold shall have all pneumatics, harness & back plate, cylinders, and headpiece-mask warranted against manufacturer’s defects (workmanship and materials) for a minimum of five (5) years, effective upon delivery, and electronics warranted against manufacturer’s defects (workmanship and materials) for a minimum of two (2) years, effective upon delivery. Each base unit SCBA system shall be priced with the following:

- a) 100 LPM high airflow performance (NFPA 1981 standards at the time of bid shall take precedence).
- b) Air cylinder, with connections
- c) Mask (medium size), with an anti-fog lens of polycarbonate or equally-performing material
- d) A flame-resistant harness and padded back plate
- e) EOS Indicators – Two (2) (per NFPA 1981, Sections 4)
- f) A low-pressure warning signal (@ 33% of cylinder's capacity), with an analog/digital-monitoring gauge. An independent, two-stage pressure regulator system, with a manual bypass operation. The first stage pressure reducer shall be a fail-safe design, initially reducing pressure, directly mounted to cylinder valve or via high-pressure hose connection. The second stage, pressure demand regulator, working in tandem with the first, responsive to operator's respiratory demand. The regulatory design shall incorporate an emergency by-pass valve, under separate circuitry.
- g) Heads-Up-Display (HUD), activated by pressurization of system, constantly visible to user (NFPA 1981, latest edition)
- h) Rapid intervention crew ("RIC") universal air line connection to facilitate the replenishment of air to SCBA cylinder, permanently mounted (per NFPA 1981, latest edition)

Note: SCBA's bid are to be compliant with the Latest Edition of NFPA 1981/1982.

B. SPREADERS

The following description shall represent minimum design parameters for each spreader. Each Base Unit shall be a variable speed hydraulic design, with a quick-connect coupler, in tool steel, aluminum alloy, or comparably performing metals for the body, arms, tips, pistons, and valves. Each unit priced and sold under this invitation shall possess a positive operation "deadman" safety engagement design and be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery.

Note- Electric or Electric over Hydraulic Spreaders are to be environmentally sound, such that there are no exposed hydraulic or gasoline fluids. These tool systems shall be battery powered, portable and suitable for both outdoor and indoor use. Bidder shall quote controller units, power cables, battery packs, jumper cables, & battery chargers as options on Form E.

C: CUTTERS

The following description shall represent minimum design parameters for each cutter. Each unit shall be designed for the purpose of extrication on structurally collapsed settings or vehicle/machinery entrapment, with at least one moveable blade that is used to cut/shear/sever material. Each Base Unit shall be a variable speed hydraulic design, in tool steel, aluminum alloy, or comparably performing metals for the body, blades, tips, pistons, and valves. Each unit priced shall possess a positive operation "deadman" safety engagement design and be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery.

Note- Electric or Electric over Hydraulic Cutters are to be environmentally sound, such that there are no exposed hydraulic or gasoline fluids. These tool systems shall be battery powered, portable and suitable for both outdoor and indoor use. Bidder shall quote controller units, power cables, battery packs, jumper cables, & battery chargers as options on Form E.

D. COMBINATION SPREADER/CUTTER TOOLS

The following description shall represent minimum design parameters for each combination tool. Each unit shall be designed for the purpose of extrication on structurally collapsed settings or vehicle/machinery entrapment, with both spreading and cutting capabilities. Each Base Unit shall be a variable speed hydraulic design, in tool steel, aluminum alloy, or comparably performing metals for the body, blades, tips, pistons, and valves. Each unit priced shall possess a positive operation "deadman" safety engagement design and be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery.

Note- Electric or Electric over Hydraulic Combination spreader/cutter tools are to be environmentally sound, such that there are no exposed hydraulic or gasoline fluids. These tool systems shall be battery powered, portable and suitable for both outdoor and indoor use. Bidder shall quote controller units, power cables, battery packs, jumper cables, & battery chargers as options on Form E.

E. RAMS

The following description shall represent minimum design parameters for each hydraulic ram. Each unit shall be designed for the purpose of extrication on structurally collapsed settings or vehicle/machinery entrapment. Each Base Unit shall be a variable speed hydraulic design, in tool steel, aluminum alloy, or comparably performing metals for the body, piston rods, and ram ends. Each unit priced shall possess a positive operation "deadman" safety engagement design and be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery.

Note- Electric or Electric over Hydraulic Rams are to be environmentally sound, such that there are no exposed hydraulic or gasoline fluids. These tool systems shall be battery powered, portable and suitable for both outdoor and indoor use. Bidder shall quote controller units, power cables, battery packs, jumper cables, & battery chargers as options on **Form E**.

F. STABILIZATION/SHORING STRUTS

The following description shall represent minimum design parameters for each tool. Each *stabilization /shoring strut* shall be designed for fire & rescue personnel for bracing applications on collapsed light structure settings (walls, ceilings, etc.) and/or vehicle/machinery entrapment, providing vertical, horizontal, and angled support capability. Each base unit strut shall be manually, pneumatically, or hydraulic activation designs, positive locking, in high strength steel, alloy, or composite material. All units sold shall be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery.

G. AIR LIFT RESCUE BAGS

The following description shall represent minimum design parameters for each bag. Each unit shall be designed for the purpose of vehicle/machinery lifting and stabilization in low, medium, and high pressure designs. Each unit shall be an inflatable design, constructed of neoprene, aramid, or nylon, and rubber, in reinforced layers, with neoprene or rubber covers. Each unit shall be capable of inflation to a desired air volume/height, with an SCBA cylinder (2216/3000/4500 PSI), compressor, or compressed air source (equipped with appropriate connections).

H. HAND-HELD THERMAL IMAGING EQUIPMENT

The following description shall represent minimum design parameters for each imager. Each unit shall be designed for the purpose of victim and fire identification by detecting gradations in environmental temperatures, by the detection and conversion of infrared radiation into a visible light picture. Each Base Unit shall be a hand held thermal imager designed for the purpose of rescue vision enhancement, designed in a barium strontium titanate ceramic (BST) or microbolometer sensor types).

Each base unit imager shall be priced with the following:

- Two (2) rechargeable batteries, (12 volt & 120 volt adapter) and Charger Base
- Shock absorbent rear visor/shroud and adjustable side strap
- Padded carrying case (to be bid as an option on Form E)

Note: Bidder must specify on **Form D1** if bid unit is compliant with NFPA 1801 regarding water proofing, and FCC requirements for electromagnetic emissions, static discharge and AC voltage fluctuations.

I. FIRE RESCUE SAWS

The following description shall represent minimum (i.e. base unit) design parameters for each saw. Each unit shall be designed for the purpose of satisfying rescue, ventilation, and extraction needs for fire/rescue personnel, in building and/or vehicle settings. Each base unit shall be designed and equipped to cut through wood; asphalt, metal, & wood shingles; doors, trees, and gauged steel sheeting. Each unit shall be built in accordance to all current EPA regulations, including Phase II standards (HC, CO, Nox) for Class III, IV, and V ("Non-Road Spark Ignition Engines"). All units sold shall be warranted against manufacturer's defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery. All base units shall come equipped with:

- Handle
- Srench tool
- Lubrication system
- Guide bar (on chain models)

- A positive operation “deadman” safety engagement design
- A general purpose carbide/alloy segmented blade /chain* (as applicable)
- A low vibration design
- Chain brake (where applicable)
- Muffler
- Blade guard (on circular saw models)
- Oil filtration system
- Detailed operator’s manual
- Carry Case

J. Electronic Personnel Accountability System (Stand-Alone)

The following description shall represent the minimum design parameters for each system. Each system to consist of a Command Base or a PC based Command platform configured in a 2-way signaling capability to communicate with NFPA 1982 compliant (NFPA 1982 standards at the time of bid shall take precedence) stand-alone PASS (Personal Alert Safety System) devices, and portable repeaters if needed. System shall provide Command immediate notification of a downed or distressed firefighter and can be used to transmit Evacuation signals to personnel when deemed appropriate by Command. Notification of firefighter distress conditions shall include audible and visual alerts. The Stand-Alone Electronic Accountability System ensures automatic monitoring via the 2-way signaling PASS of the life safety status of each person on the fire scene by Command, with or without the use of SCBA, for total fire scene accountability.

K. BREATHING AIR SYSTEMS

Systems (mobile & stationary) pre-listed on Form D1 being bid must be compliant with current NFPA standards where applicable. These units shall be completely assembled, adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation. Options for these systems are to be listed on Form E.

L. BUNKER / WILDLAND RESCUE GEAR

Bidders are encouraged to quote Bunker and Wildland Rescue Gear and Protective Accessories. Bunker Gear materials and construction shall meet or exceed NFPA Standard 1971 (latest edition), and/or OSHA for structural fire fighters protective clothing. Wildland Gear shall meet the latest editions of both NFPA 1977 and 1951 standards. **These manufacturers have been pre-listed on Form D1 for bid purposes. Bidder shall quote the manufacturer catalog listed in the form of a % discount (off list/retail). Discount to be shown in the Base Offered Price Column.**

Note: An electronic copy of any mfg. catalog and retail price sheet listed on Form D1 must be included with the bid.

WARRANTY, PREVENTIVE MAINTENANCE AND DISCOUNTS:

Defibrillator Warranty: All devices such as monitors and recorders and optional accessories (other than disposable items) shall be covered by a minimum of a one (1) year warranty on material and workmanship under normal service. Standard warranty times per Product Code and per Contractor may vary and therefore, shall be indicated as such on **Form D**. A fully disclosed list of Product Warranties shall be listed and/or sent as an attachment to **Form E** on the bid document. This shall include all products including all optional components.

Hydraulic Rescue Tools: All units sold shall be warranted against manufacturer’s defects (workmanship and materials) for a minimum of one (1) year, effective upon delivery.

Extended Warranties: When so specified and agreed to in an END USER purchase order, an extended warranty shall be provided to cover a period of time from the expiration date of the standard warranty. Extended warranties must be explained and listed in detail (including the cost) on the response **Form E**.

Multiple Unit Discounts: The bidder must state in their bid response **Form E** any discounts for End-Users placing multiple unit orders per purchase order and exactly what parameters must be met in order to receive these additional pricing discounts.

TRAINING:

Defibrillators:

Training shall be carried out either on the device itself using an external ECG rhythm simulator or using a separate AED training unit. This separate training unit shall not deliver any energy and shall be compatible with any CPR manikin system. In-service training videos shall be included with each device. The manufacturer shall make in-house technical service personnel available to answer protocol, training, and device questions. The standard training program or process for each Base Product Code, shall be indicated on **Form E** as well as any cost to the End User associated with any part of the program.

Rescue Equipment:

With the purchase of new equipment described herein, contractors shall provide H-GAC Members with adequate training, which, at the very least, shall be comprised of one (1) detailed operator training manual in written and video (*if produced*) formats), covering operation, preventative maintenance, and safety (the price of this item(s) shall be included in the base unit price). Additionally, HGAC Members must have an ongoing opportunity for communication with an engineer, sales engineer, or qualified technician, beginning at the time of delivery and extending for the life of each item sold.

AWARDS

EVALUATIONS AND AWARDS

For each specific **Form-D** line item, H-GAC will recommend awards to the contractor with the highest overall score providing the best value.

- **Scoring Component: Pricing**

For each line item, a review of Offerors' submitted bid prices will be conducted. Where pricing elements are satisfied, **(including a thorough and accurate Form-E, electronic copies, et cetera)**, each Offeror will be ranked first, second, third, et cetera based upon system/product pricing or catalog discount levels, whichever is applicable for a given line item.

Form-D Base Bid Price will be weighted to 90% of the total score

For any given line item / product code evaluated, where there more than one Offeror exists, each Offeror will be assigned, based on the aforementioned price ranking (percentage discount level on catalog line items and Base Unit price on non-catalog line items) a rank (1, 2, 3, etc.). Each rank will then be adjusted against the weighed multiplier to arrive at this Pricing subsection score.

Note: HGAC reserves the right to utilize this Pricing component to adjust for an Offeror's inadequate **Form-E** pricing, whereby, the individual offeror's rank may be adjusted accordingly

- **Scoring Component: Past Performance**

An evaluation will be conducted of the Offeror's previous sales performance as an HGACBuy Contractor. This is weighted at a maximum 10% of the total score. If an Offeror is a current vendor and has sales, they will receive the full 10%, no sales, 0%. First-time bids will receive the maximum 10% for this scoring component. Each Offeror's rank will be adjusted against the 10% / 0% index to arrive at this Past Performance subsection score

For each line item, an offeror will receive a final score, comprised of the score for their Pricing and Past Performance scores.

Note: In the event of a tie, H-GAC reserves the right to utilize additional factors in compiling a tie breaker, which may include an offeror's specific H-GAC member sales data, number and location of branches, depth and breadth of priced options, a vendor's reporting and fee remittance history with HGAC, vendor history with respect to HGAC members, et cetera.

NOTE: For joint bids (e.g. a single response from multiple dealers), each Form-A submitted in the offeror's response will be scored per the above criteria and an overall average will be taken of all Form-A's submitted to determine the overall score for each joint bid submission.

MARKETING & SERVICE PLAN (FORM-H)

H-GAC expects proposer to have the capability and willingness to serve any H-GAC Member across the nation, and to promote this contract to the best of its ability. Consistent with this, proposer should acknowledge this, with a description of the resources that will most likely be employed in serving H-GAC Members (e.g. staff appointed to manage the contract, possible revised processes for purchase orders, staff training relating to this contract) and in promoting this contract (e.g. sales calls, mail-out campaigns, et cetera

----- This is the end of Section B -----

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations**Invitation No.:** EE08-19**Title:** Emergency Medical & Rescue Equipment

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Forms D/D1:	Offered Items Pricing
Form E:	Published Options
Form H	Marketing Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
HB 89	Prohibition on Contracts with Companies Boycotting Israel
CCI	Contractor Contact Information

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except as may be specified on the *FORM*.

ALL completed *FORMS* must also be submitted electronically on electronic media (DVD, CD Rom, flash/thumb drive), excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwritten this Form. Information must be typed in.)

Invitation No.: EE08-19

Invitation Title: Emergency Medical & Rescue Equipment

Offeror Company:

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ **Manufacturer**

☐ **Dealer/Distributor**

☐ **Other**

Response Type(1): ☐ **Single Offeror Acting Alone Or As Lead**

☐ **Multiple Offerors Acting Jointly**

Contract Signatory(2):

Title:

Mailing Address(3):

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Phone:

Fax:

Email Address:

Federal Tax ID No.:

Web Page URL:

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4):

Title:

Mailing Address:

Street/PO Box

City

State & Zip

Physical Address:

Street

City

State & Zip

Toll Free Phone:

Fax:

Email Address:

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature:

Title:

Printed Name:

Date:

Title: Emergency Medical & Rescue Equipment**Offeror:** _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By:

Title:

Date:

HUB Status Of Offeror☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.

Designation(s):

☐ HUB☐ DBE☐ MBE☐ WBE☐ Other

Certifying/Listing Authority(s):

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST

Procurement No.: EE08-19

Title: Emergency Medical & Rescue Equipment

Offeror: _____

This *FORM* is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.** Offeror's signatory must review each item below, and certify by initialing in the space to the right.

This Response Includes:

Init.

- | | | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1 | An "Original" hard copy of the <u>COMPLETE</u> submission, including all required <i>FORMS</i> , plus one copy, each in a separate hard-sided 3-ring binder. | |
| 2 | A copy of the <u>COMPLETE</u> submission, including all required <i>FORMS</i> , in electronic format (CD, DVD, flash drive). Forms D & E are to be provided in an excel format. | |
| 3 | An originally signed Form A from all entities who are party to this submission and who should be offered a contract if this submission is successful. | |
| 4 | Forms-- A, B, C, D, E, H (EXCEL FORMAT) 1295, W-9, CIQ, HB89, CCI. Note: Each Contractor submitting a Form A must provide a 1295, W-9, CIQ, HB89 & CCI form. | |
| 5 | The required list of References . | |
| 6 | Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.) | |
| 7 | Complete Warranty Documentation for all Products offered. | |
| 8 | The manufacturer's latest Specification Documents detailing standard features, operating characteristics, etc., for all products offered. Note: Bidder shall supply a spec/quote sheet for each product code bid on Form D/D1. These sheets should detail what features are included in the price quoted on Forms D/D1. | |
| 9 | If the Non-Resident Reciprocal Bid Act applies, a copy of your state statute and a determination of the status of Texas bidders/proposers in your home state. If not applicable, indicate "N/A" | |
| 10 | If offer includes motor vehicles to be sold in Texas, copies of all current licenses as required by the Texas Motor Vehicle Commission. | |
| 11 | A Bid/Proposal Bond, or Cashier's Check in the amount of \$3,000.00. (A percentage bond is NOT acceptable.) | N/A |

H-GAC 'FORM D' - PRODUCT ITEM -- BASE OFFERING PRICES								
	Offeror Name:							
	Invitation No.:	EE08-19 - Emergency Medical & Rescue Equipment						
INSTRUCTIONS: Fill in unshaded areas. Shaded columns for H-GAC use only.								
Offeror shall price the current version (at the time of this invitation's open bid period) of the chosen catalog(s) listed below, and shall include, per Section-B: (a) printed and electronic copy of each catalog; (b) a separate list price sheet/book if not part of the manufacture catalog (printed and electronic copy); (c) percentage discount off list prices, on Form-D; (d) additional pricing on Form-E.								
Product Code	Manufacturer	Description	Discount - Off-List Percentage	Bid Price Rank	Bid Price Score (Bid Price Rank x .90)	Bid Price Rank	Past Sales Performance Score (Bid Price Rank x 0/.10)	Awardee (Highest Score) (Columns K + M)
A. In-Home Work & Onsite Public Access AED								
EE19A11	Cardiac Science	CARDIAC SCIENCE 2019 Price List						
EE19A21	HeartSine	HeartSine 2019 Price List						
EE19A31	Physio-Control	Physio-Control 2019 Price List						
EE19A41	Philips	Philips 2019 Price List						
EE19A61	Zoll Medical	Zoll 2019 Price List						
EE19A71	Defibtech	Defibtech 2019 Price List						
B. Biphasic Automated External Defibrillator								
EE19B11	Cardiac Science	CARDIAC SCIENCE 2019 Price List						
EE19B21	Heatsine	HeartSine 2019 Price List						
EE19B31	Physio-Control	Physio-Control 2019 Price List						
EE19B41	Philips	Philips 2019 Price List						
EE19B61	Zoll Medical	Zoll 2019 Price List						
C. Semi-Automatic Biphasic Defibrillator w/ECG Monitoring								
EE19C11	Cardiac Science	CARDIAC SCIENCE 2019 Price List						

EE19C21	HeartSine	HeartSine 2019 Price List						
EE19C31	Physio-Control	Physio-Control 2019 Price List						
EE19C41	Philips	Philips 2019 Price List						
EE19C61	Zoll Medical	Zoll 2019 Price List						
EE19C71	Defibtech	Defibtech 2019 Price List						
D. Manual Biphase Defibrillator w/ECG Monitoring								
EE19D31	Physio-Control	Physio-Control 2019 Price List						
EE19D41	Philips	Philips 2019 Price List						
EE19D61	Zoll Medical	Zoll 2019 Price List						
EE19D71	Defibtech	Defibtech 2019 Price List						
E. Semi-Automatic Manual Biphase Defibrillator w/Escalating Joules								
EE19E21	HeartSine	HeartSine 2019 Price List						
EE19E31	Physio-Control	Physio-Control 2019 Price List						
EE19E61	Zoll Medical	Zoll 2019 Price List						
F. Chest Compression Systems								
EE19F61	Zoll Medical	Zoll 2019 Price List						
EE19F91	Physio-Control	Physio-Control 2019 Price List						

H-GAC 'FORM D1' - PRODUCT ITEM BASE OFFERING PRICES								
Offeror Name:								
Invitation No.:		EE08-19 - Emergency Medical & Rescue Equipment						
INSTRUCTIONS: Fill in unshaded areas. Shaded columns for H-GAC use only.								
Offeror shall price the current version (at the time of this invitation's open bid period) of the chosen catalog(s) listed below, and shall include, per Section-B: (a) printed and electronic copy of each catalog; (b) a separate list price sheet/book if not part of the manufacture catalog (printed and electronic copy); (c) percentage discount off list prices, on Form-D; (d) additional pricing on Form-E.								
Product Code	Mfg.	Model & Description	Discount - Off-List Percentage	Bid Price Rank	Bid Price Score (Bid Price Rank x .90)	Bid Price Rank	Past Sales Performance Score (Bid Price Rank x 0/.10)	Awardee (Highest Score) (Columns K + M)
A. Self-Contained Breathing Apparatus (SCBA)								
EE19AAA	Draeger	Draeger Responder Catalog Effective 03/01/2019						
EE19ABA	Avon Protection Systems	Avon Protection 2019 Supplied Air Price List						
EE19ACA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)						
EE19ADA	3M Scott Safety	2019 3M Scott Fire & Safety Price List Effective 02/01/2019						
EE19AEA	Interspiro	Interspiro 2019 US Suggested List Price Schedule, Effective 01/01/2019						
EE19AFA	Honeywell	Honeywell Respiratory Protection, 2018-2019 Price List						
B. Spreaders								
EE19BAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019						
EE19BBA	Amkus	2019 AMKUS Rescue Systems Price List						
EE19BCA	Holmatro	Holmatro Rescue Tools Suggested List Price, Effective January 1, 2019						

EE19BDA	Hurst Products	Hurst Jaws of Life - Price List 2019 - eDRAULIC						
EE19BDB	Hurst Products	Hurst Jaws of Life - Price List 2019 - 5000 PSI						
EE19BDC	Hurst Products	Hurst Jaws of Life - Price List 2019 - 10,000 PSI						
EE19BDD	Hurst Products	Hurst Jaws of Life - Price List 2019 - StrongArm						
EE19BEA	Power Hawk	Power Hawk S-1601 Spreader, Price List 2018						
EE19BFA	TNT	TNT Rescue Systems Inc Price List						
C. Cutters								
EE19CAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019						
EE19CBA	Amkus	2019 AMKUS Rescue Systems Price List						
EE19CCA	Holmatro	Holmatro Rescue Tools Suggested List Price, Effective January 1, 2019						
EE19CDA	Hurst Products	Hurst Jaws of Life - Price List 2019 - eDRAULIC						
EE19CDB	Hurst Products	Hurst Jaws of Life - Price List 2019 - 5000 PSI						
EE19CDC	Hurst Products	Hurst Jaws of Life - Price List 2019 - 10,000 PSI						
EE19CDD	Hurst Products	Hurst Jaws of Life - Price List 2019 - StrongArm						
EE19CEA	Power Hawk	Power Hawk C-1601, Curved Blade-Price List 2018						
EE19CFA	TNT	TNT Rescue Systems Inc Price List						
D. Combination Spreader/Cutter Tools								
EE19DAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019						

EE19DBA	Amkus	2019 AMKUS Rescue Systems Price List						
EE19DCA	Holmatro	Holmatro Rescue Tools Suggested List Price, Effective January 1, 2019						
EE19DDA	Hurst Products	Hurst Jaws of Life - Price List 2019 - eDRAULIC						
EE19DDB	Hurst Products	Hurst Jaws of Life - Price List 2019 - 5000 PSI						
EE19DDC	Hurst Products	Hurst Jaws of Life - Price List 2019 - 10,000 PSI						
EE19DDD	Hurst Products	Hurst Jaws of Life - Price List 2019 - StrongArm						
EE19DEA	Power Hawk	Power Hawk CS-1602, Straight Blade- Price List 2018						
EE19DFA	TNT	TNT Rescue Systems Inc Price List						
E. Rams								
EE19EAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019						
EE19EBA	Amkus	2019 AMKUS Rescue Systems Price List						
EE19ECA	Holmatro	Holmatro Rescue Tools Suggested List Price, Effective January 1, 2019						
EE19EDA	Hurst Products	Hurst Jaws of Life - Price List 2019 - eDRAULIC						
EE19EDB	Hurst Products	Hurst Jaws of Life - Price List 2019 - 5000 PSI						
EE19EDC	Hurst Products	Hurst Jaws of Life - Price List 2019 - 10,000 PSI						
EE19EDD	Hurst Products	Hurst Jaws of Life - Price List 2019 - StrongArm						
EE19EEA	Power Hawk	Power Hawk P-25, Ram 25 Inches-Price List 2018						

EE19EFA	TNT	TNT Rescue Systems Inc Price List						
F. Stabilization/Shoring Struts								
EE19FAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019						
EE19FBA	Holmatro	Holmatro Rescue Tools Suggested List Price, Effective January 1, 2019						
EE19FCA	Paratech	Paratech 2019 List Price Schedule						
EE19FDA	Rescue 42	Rescue 42 2019 Price List						
EE19FEA	ResQtec	Profix PX-M 600 Struts, Profix PXM 880 Struts, Profix PX-M 1400 Struts, Profix PX-M 2300 Struts-Price List 2018						
EE19FFA	AMKUS	2019 AMKUS Rescue Systems Price List						
G. Air Lift Rescue Bags								
EE19GAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019						
EE19GBA	Holmatro	Holmatro Rescue Tools Suggested List Price, Effective January 1, 2019						
EE19GCA	Hurst-Vetter	Vetter Rescue Price List 2019						
EE19GDA	Paratech	Paratech 2019 List Price Schedule						
EE19GEA	ResQtec	NT-2 Lifting Bags, NT-4 Lifting Bags, NT-8 Lifting Bags Price List 2018						
H. Hand-Held Thermal Imaging Equipment								
EE19HAA	Bullard	Bullard Fire Thermal Imaging Pricing Effective Feb. 1, 2019						
EE19HBA	Avon Protection Systems	The argus Range of Thermal Imaging Cameras 2019 Price List						
EE19HCA	Scott / ISG	2019 Master Price List, excel-2019 US Price List, PDF						
EE19HDA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)						

EE19HEA	FLIR	FLIR Fire Segment & UAV Kits 2018-2019 Price List						
EE19HFA	Draeger	Draeger Responder Catalog Effective 03/01/2019						
I. Fire Rescue Saws								
EE19IAA	Cutters Edge	Cutters Edge Retail Price List 2019						
EE19IBA	Tempest	Tempest Technology Fire Price List, 2019						
EE19ICA	Unifire	Unifire Products Price List						
EE19IDA	Super Vac	Super Vac Fan Price List, 2018-2019						
EE19IEA	Stihl	Fire Hooks Unlimited 2019 Price List - Effective 01/01/2019						
EE19IFA	Partner	Fire Hooks Unlimited 2019 Price List - Effective 01/01/2019						
J. Electronic Personnel Accountability System (Stand-Alone)								
EE19JAA	Grace, Ind.	GRACE INDUSTRIES FireFighter Catalog 2019 US Price Pages						
K. Breathing Air Systems								
EE19KAA	3M Scott Safety	3M Scott Safety Compressor Product 2019 Price List						
EE19KBA	Bauer	Bauer Compressors 2019 Price List						
EE19KCA	Stallion air	Stallion Air 2019 Price List						
EE19KDA	Eagle Air	EagleAir Price List - 2019						
EE19KEA	Artic	Artic 2019 List Price - Effective 02/01/2019						
L. Bunker/Wildland Rescue Gear (Pricing to be shown as % discount off List/Retail)								
EE19LAA	Lion	LION Turnouts and Accessories 2019 Price List						
EE19LAB	Lion	LION HEAD & EYE PROTECTION 2019 Price List						
EE19LAC	Lion	LION PROTECTIVE GLOVES 2019 Price List						

EE19LAD	Lion	LION TECHNICAL FOOTWEAR 2019 Price List						
EE19LAE	Lion	LION TR51 TECHNICAL RESCUE AND RECOVERY ENSEMBLE 2019 Price List						
EE19LAF	Lion	LION VERSA PRO 2019 Price List						
EE19LBA	Honeywell	Morning Pride TAILS 2019 Price List						
EE19LBB	Honeywell	Morning Pride RANGER 2019 Price List						
EE19LBC	Honeywell	Morning Pride Viper Edge VE 2019 Price List						
EE19LBD	Honeywell	Morning Pride and EV1 Helmet 2019 Price List						
EE19LBE	Honeywell	Gloves Hoods Suspenders 2019 Price List						
EE19LBF	Honeywell	Footwear 2019 Price List						
EE19LCA	TECGEN	2019 Fire-Dex Consumer Price List						
EE19LCB	TECGEN	RESCUE80 2019 Price List						
EE19LDA	Crewboss Div of Western Shelter	Wildland Gear						
EE19LEA	Veridian	Veridian Fire Protective Gear 2019 Price List						
EE19LFA	Globe	Globe Classix SE 2019						
EE19LFB	Globe	Globe Classix Metro 2019						
EE19LFC	Globe	Globe Letters and Accessories 2019						
EE19LFD	Globe	Globe IH Ready 2019						
EE19LFE	Globe	Globe G-Xtreme 3.0 2019						
EE19LFF	Globe	Globe Athletix 2019						

EE19LFG	Globe	Globe G-Xcel 2019						
EE19LFH	Globe	Globe GX-7 2019						
EE19LFI	Globe	Globe Footgear 2019						
EE19LGA	PGI	Fireline products & Hoods						
EE19LHA	Lakeland Fire	OSX Brand - Lakeland Fire 2019 List Price Schedule - Effective 01/01/2019						
EE19LHB	Lakeland Fire	SCX Brand - Lakeland Fire 2019 List Price Schedule - Effective 01/01/2019						
EE19LHC	Lakeland Fire	MTS Brand - Lakeland Fire 2019 List Price Schedule - Effective 01/01/2019						
EE19LIA	Stanfield's	Lifeline Hoods Catalog						
EE19LJA	Fire-Dex	2019 Fire-Dex Consumer Price List (Eff. March 2019)						
EE19LKA	Chieftain	2019 Fire-Dex Consumer Price List (Eff. March 2019)						
EE19LLA	Innotex	Innotex Price List 2019 VER 20190101						
EE19LMA	VIKING	2019 Viking Pricing						
EE19LNA	Bullard	Fire & Rescue Helmets Price List (Eff. Feb. 1, 2019)						
EE19LOA	Majestic Fire Apparel	Majestic Fire Apparel 2018-2019						
EE19LPA	Weinbrenner/Thorogood	Thorogood Fire & Uniform Price List, 2018-2019						
EE19LQA	Shelby Specialty Gloves	Shelby Specialty Gloves, Work/Rescue/Extrication/Fire-NFPA Compliant, 2018-2019						
EE19LRA	Firecraft Safety	Firecraft Safety Products, 2018-2019 Price List						
EE19LSA	Dragon Gloves	Dragon Fire Brand Gloves						

EE19LTA	HAIX	Haix EMS Station Boots, Fire Boots, Forestry Boots, LE Boots, 2019 Price List						
EE19LUA	Cosmas	Footwear - Cosmas 2019 List Price - Effective 01/01/2019						
EE19LVA	MSA	Fire and Rescue Helmets-Effective 01/15/2019						

Offeror Name:	
Notes: (Important)	<p>1) Use a single Form E for ALL Option/Accessory items and quote each on a single, separate line. DO NOT use multiple Form E's... Add or insert additional lines as necessary.</p> <p>2) Completely describe each item. Include the manufacturer's code or part number. Each item listed MUST have a unique code or part number so that it can be identified in any subsequent contract.</p> <p>3) Options which replace standard equipment on a Form D/D1 Item should be priced net of any credit due for the replaced item.</p> <p>4) Options which are upgrades/downgrades of a Form D/D1 Item should be priced at the differential amount between the cost of the Form D/D1 Item and the upgrade/downgrade option.</p>

[illegible]

Form H - Marketing	Invitation No.: EE08-19
Offeror Name:	
Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.	
<div></div>	

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and _____, hereinafter referred to as the Contractor, having its principal place of business at _____.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins _____ and ends _____. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Signature

Name

Title

Date

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Search Results:

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Notice Type : **Bids and Proposals**

Posting Date : 1/13/2019

[Printer Friendly](#)

Sealed Bid Solicitation #EE08-19Houston-Galveston Area CouncilCooperative Purchasing ProgramEmergency Medical & Rescue Equipment Pre-Bid Conference: 02/07/19 @ 9amResponse Deadline: 04/04/19 @ 1pmPublic Opening: 04/04/19 @ 2pm3555 Timmons Lane, Houston, TX.Per ADA, reasonable accommodation provided with 24 hour prior notice.713-993-2466 or www.hgacbuy.org for info.

01 ▾

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EMERGENCY MEDICAL AND RESCUE EQUIPMENT

Background

H-GAC received and opened twenty-one competitive bids for Emergency Medical and Rescue Equipment on April 4, 2019. The following companies submitted bids.

AED One-Stop Shop	Albuquerque, NM
Avon Protection Systems, Inc.	Belcamp, MD
Casco Industries, Incorporated.*	Shreveport, LA
Daco Fire Equipment	Haltom City, TX
Draeger, Inc.*	Houston, TX
E.D. Bullard dba Bullard	Lexington, KY
EagelAir, Inc*	Greensboro, NC
Equipment Management Company*	Channahon, IL
Fire-Dex, LLC *	Medina, OH
Fisher Scientific Company LLC	Tampa, FL
Grace Industries, Inc.	Fredonia, PA
Holmatro, Inc. *	Glen Burnie, MD
Innotex Corp*	Ohatchee, AL
Innovative Rescue Systems LLC dba Amkus Rescue Systems	Valparaiso, IN
Interspiro, Inc.	Pleasant Prairie, WI
JETS Fire & Safety Inc. dba Delta Industrial Service & Supply	Port Neches, TX
Metro Fire Apparatus Specialists, Inc.	Houston, TX
Municipal Emergency Services Inc.	Houston, TX
North America Fire Equipment Co., Inc. dba NAFECO	Decatur, AL
Scott Technologies Inc. dba Scott Safety	Monroe, NC
Sterlington Medical Mdd Marketing Inc. dba Sterlington Medical	Houston, TX

*Joint Bid

Current Situation

All bid responses have been evaluated by H-GAC staff. Twenty bids (consisting of fifty-six vendors) are being recommended for award. Draeger, Inc. was not awarded because they were not the lowest responsible bid. Request authorization of contracts with the lowest responsible bidders for product items as summarized in the Award Recommendation Table and, as may be applicable, to extend contract assignments to other authorized entities during the contract period. If an awarded bidder fails to execute a contract within forty-five days, fails to maintain required licenses, or is determined to be ineligible, authorization is requested to contract with the next lowest responsible bidder.

Funding Source: Participating local government purchases
Budgeted: NA

Action Requested

Request authorization of contracts with the lowest responsible bidders for Emergency Medical and Rescue Equipment.

EE08-19 Award Recommendation Table

H-GAC Product Code	Recommended Bidder
Defibrillators	
EE19A41, EE19B41, EE19D31	AED One-Stop Shop
EE19A11, EE19A21, EE19A31, EE19A61, EE19A71, EE19B11, EE19B21, EE19B31, EE19B61, EE19C11, EE19C21, EE19C31, EE19C41, EE19C61, EE19C71, EE19D41, EE19D61, EE19D71, EE19E21, EE19E31, EE19E61, EE19F61, EE19F91	Sterlington Medical Mdd Marketing Inc. dba Sterlington Medical
Rescue Equipment	
<u>Self-Contained Breathing Apparatus</u>	
EE19AAA	North America Fire Equipment Co., Inc. dba NAFECO
EE19ABA	Avon Protection Systems, Inc.
EE19ACA	Casco Industries, Incorporated; MSA Safety Incorporated dba MSA Safety Sales, LLC
EE19ADA	Scott Technologies Inc. dba Scott Safety; AAA Emergency Supply Co., Inc.; Atlantic Emergency Solutions, Inc.; Cascade Fire & Safety dba Cascade Fire Equipment Corp.; Ultimate Safety Concepts, Inc. dba Clareys's Safety Equipment; Ed M. Feld Equipment Co., Inc. dba Feld Fire and Feld Security; Emergency Equipment Professionals, Inc. dba EEP; Firefighter One LLC; Fisher Scientific Company, LLC; Halvorson Fire Protection dba Dakota Fire Extinguishers; Industrial Protection Services, LLC; Jefferson Fire & Safety, Inc.; Metro Fire Apparatus Specialists, Inc.; Action Fire Apparatus Company, Inc. dba New Jersey Fire Equipment Company; Leo M. Ellebracht Company; Finley Fire Equipment Company; Mid Atlantic Fire And Air Corporation; Premier Fire Equipment LLC
EE19AEA	Interspiro, Inc.
EE19AFA	North America Fire Equipment Co., Inc. dba NAFECO
<u>Spreaders</u>	
EE19BAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19BBA	Innovative Rescue Systems LLC dba Amkus Rescue Systems

EE19BCA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19BDA- EE19BDD	Municipal Emergency Services, Inc.
<u>Cutters</u>	
EE19CAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19CBA	Innovative Rescue Systems LLC dba Amkus Rescue Systems
EE19CCA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19CDA-EE19CDD	Municipal Emergency Services, Inc.
<u>Combination Spreader/Cutter Tools</u>	
EE19DAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19DBA	Innovative Rescue Systems LLC dba Amkus Rescue Systems
EE19DCA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists ; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19DDA-EE19DDD	Municipal Emergency Services, Inc.
<u>Rams</u>	
EE19EAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19EBA	Innovative Rescue Systems LLC dba Amkus Rescue Systems
EE19ECA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists ; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19EDA- EE19EDD	Municipal Emergency Services, Inc.
<u>Stabilization/Shoring Struts</u>	
EE19FAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.
EE19FBA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists ; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19FCA	Metro Fire Apparatus Specialists, Inc.
EE19FDA	Municipal Emergency Services, Inc.
EE19FFA	Innovative Rescue Systems LLC dba Amkus Rescue Systems
<u>Air Lift Rescue Bags</u>	
EE19GAA	Equipment Management Company; Atlantic Emergency Solutions, Inc.

EE19GBA	Holmatro, Inc.; G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists; Georgia Fire and Rescue Supply; Metro Fire Apparatus Specialists, Inc.; North America Fire Equipment Co., Inc. dba NAFECO
EE19GCA	Municipal Emergency Services, Inc
EE19GDA	Metro Fire Apparatus Specialists, Inc.
<u>Hand-Held Thermal Imaging Equipment</u>	
EE19HAA	E.D. Bullard dba Bullard
EE19HBA	North America Fire Equipment Co., Inc. dba NAFECO
EE19HCA	Scott Technologies Inc. dba Scott Safety; AAA Emergency Supply Co., Inc.; Atlantic Emergency Solutions, Inc.; Cascade Fire & Safety dba Cascade Fire Equipment Corp.; Ultimate Safety Concepts, Inc. dba Clareys's Safety Equipment; Ed M. Feld Equipment Co., Inc. dba Feld Fire and Feld Security; Emergency Equipment Professionals, Inc. dba EEP; Firefighter One LLC; Fisher Scientific Company, LLC; Halvorson Fire Protection dba Dakota Fire Extinguishers; Industrial Protection Services, LLC; Jefferson Fire & Safety, Inc.; Metro Fire Apparatus Specialists, Inc.; Action Fire Apparatus Company, Inc. dba New Jersey Fire Equipment Company; Leo M. Ellebracht Company; Finley Fire Equipment Company; Mid Atlantic Fire And Air Corporation; Premier Fire Equipment LLC
EE19HDA	Casco Industries, Incorporated; MSA Safety Incorporated dba MSA Safety Sales, LLC
EE19HEA	JETS Fire & Safety Inc. dba Delta Industrial Service & Supply
EE19HFA	North America Fire Equipment Co., Inc. dba NAFECO
<u>Fire Rescue Saws</u>	
EE19IAA	Municipal Emergency Services, Inc
EE19IBA	Daco Fire Equipment
EE19ICA, EE19IDA, EE19IEA, EE19IFA	Metro Fire Apparatus Specialists, Inc.
<u>Electronic Personnel Accountability System (Stand-Alone)</u>	
EE19JAA	Grace Industries, Inc.
<u>Breathing Air Systems</u>	
EE19KAA	Scott Technologies Inc. dba Scott Safety; AAA Emergency Supply Co., Inc.; Atlantic Emergency Solutions, Inc.; Cascade Fire & Safety dba Cascade Fire Equipment Corp.; Ultimate Safety Concepts, Inc. dba Clareys's Safety Equipment; Ed M. Feld Equipment Co., Inc. dba Feld Fire and Feld Security; Emergency Equipment Professionals, Inc. dba EEP; Firefighter One LLC; Fisher Scientific Company, LLC; Halvorson Fire Protection dba Dakota Fire Extinguishers; Industrial Protection Services, LLC; Jefferson Fire & Safety, Inc.; Metro Fire Apparatus Specialists, Inc.; Action Fire Apparatus Company, Inc. dba New Jersey Fire Equipment Company; Leo M. Ellebracht Company; Finley Fire Equipment Company; Mid Atlantic Fire And Air Corporation; Premier Fire Equipment LLC
EE19KCA	Daco Fire Equipment

EE19KDA	EagleAir, Inc.; JETS Fire & Safety Inc. dba Delta Industrial Service & Supply; North America Fire Equipment Co., Inc. dba NAFECO
EE19KEA	Metro Fire Apparatus Specialists, Inc.
<u>Bunker/Wildland Rescue Gear</u>	
EE19LAA, EE19LAB, EE19LAE, EE19LQA, EE19LRA	North America Fire Equipment Co., Inc. dba NAFECO
EE19LAC, EE19LAF, EE19LMA, EE19LOA, EE19LPA, EE19LTA	Daco Fire Equipment
EE19LBA-EE19LBF	JETS Fire & Safety Inc. dba Delta Industrial Service & Supply
EE19LCA, EE19LJA, EE19LKA	Fire-Dex, LLC; C.W. Williams and Company, LLC; Firefighter One LLC; Interstate Rescue, LLC; Municipal Emergency Services Inc., G & W Diesel Service Inc. dba EVS Emergency Vehicle Specialists; Hayden and Company; Metro Fire Apparatus Specialists, Inc.
EE19LCB, EE19LEA	Municipal Emergency Services Inc
EE19LDA, EE19LFA-EE19LGA, EE19LIA, EE19LVA	Casco Industries, Incorporated; MSA Safety Incorporated dba MSA Safety Sales, LLC
EE19LHA-EE19LHC, EE19LSA	Metro Fire Apparatus Specialists, Inc.
EE19LLA	Innotex Corp; Cascade Fire Equipment Company; Dooley Tackaberry, Inc.; Emergency Equipment Professionals, Inc.; Fisher Scientific Company, LLC
EE19LNA	E.D. Bullard dba Bullard
EE19LUA	Fisher Scientific Company, LLC

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777



Cooperative Agreement - Scott Technologies Inc - Public Services -- 19-00593

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Scott Technologies Inc, hereinafter referred to as the Contractor, having its principal place of business at 4320 Goldmine Road, Monroe, NC 28110.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Scott Technologies Inc

Signature 
24AE3E2B89E149D...

Name Trent Smith

Title National Sales Manager

Date 7/15/2019

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/5/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Scott Technologies Inc - Public Services -

19-00593

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A			
Scott Technologies Inc			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
Product Code	Mfg.	Model & Description	Base Offered Price
EE19ADA	3M Scott Safety	2019 3M Scott Fire & Safety Price List Effective 02/01/2019	15%
EE19HCA	Scott / ISG	2019 Master Price List, excel-2019 US Price List, PDF	0%
EE19KAA	3M Scott Safety	3M Scott Safety Compressor Product 2019 Price List	0%

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the **Houston-Galveston Area Council of Governments (H-GAC)**, **Scott Technologies Inc (Contractor)** and **Sea-Western Inc (Assignee)**.

WHEREAS, **Contractor** entered into a cooperative purchasing Contract, identified as **EE08-19**, with **H-GAC** for the sale of **Emergency Medical and Rescue Equipment** to various End User governmental agencies participating in **H-GAC's** Cooperative Purchasing Program; and

WHEREAS, **Contractor** assigns the performance of its obligations under the Contract to **Assignee** for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, **Assignee** shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, **Contractor** will continue as originally contracted with **H-GAC**; and

NOW THEREFORE, **Assignee** agrees to accept this assignment, and **H-GAC** concurs.

Unless otherwise noted, this Agreement goes into effect on the date signed by **H-GAC**. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**:

DocuSigned by:



82EC270D5D61423...
Chuck Wemple, Executive Director

3/25/2020

Date

Signed for **Scott Technologies Inc**
Monroe, North Carolina:



(Signature of Contractor)

Date: 3/9/2020

Trent Smith - National Sales Manager
Printed Name & Title

Signed for **Sea-Western Inc**
Kirkland, Washington:



(Signature of Assignee)

Date: 3/9/2020

Dale R Payne - COO/ CFO
Printed Name & Title

List of HGACBuy End Users

Select a State to See a List of End Users From That State

Please Select a State

Filter by Name

Agency Name	City
Renton Regional Fire Authority (WA)	Renton

News & Events

Contractor
Orientation
(/events/Event-

Member
Orientation
(/events/Event-

HGACBuy
Open House
Series 2021



SCOTT™
Fire & Safety

3M™ Scott™ Air-Pak™ X3 Pro SCBA

Built to last for those who go in first.



NFPA 1981/1982,
2018 Edition

3MScott.com

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3M™ Scott™ Air-Pak™ X3 Pro SCBA

Now certified to NFPA 1981/1982, 2018 Edition

Firefighters today face challenges like never before. That's why it is critical to have equipment that evolves with the changing landscape of the job. We designed the Air-Pak X3 Pro to offer enhancements in cleanability, comfort and connectivity, all while delivering the reliability and durability that you have come to trust.

Features that matter.

- Easy-to-remove harness allows for cleaning and decontamination to help with exposure reduction efforts
- Natural articulation promotes greater range of motion while transferring weight to the hips for a more balanced load
- New E-Z Flo C5 Regulator offers enhanced performance with lower breathing resistance, helping to reduce user burden and improve operational efficiencies
- Redundant safety features afford firefighters peace of mind knowing that the SCBA will perform in critical life safety environments
- Electronic PAR (ePAR) provides wireless, bi-directional communication between the firefighter and incident command (using Monitor telemetry software solution with Pro Package) to help improve fireground accountability and communications
- As Long As You Own It Warranty provides peace of mind knowing that your most important investment is backed for your lifetime ownership of the SCBA

NFPA 1981/1982, 2018 Edition Standards Highlights

Second Stage Regulator Retention & Removal

- Strength of interface test added to verify the connection between the facepiece and second stage regulator
- If the SCBA incorporates a removable regulator, two distinct actions for disconnection are required prior to removal of the regulator

Pneumatic Data-Logging

- All SCBA shall incorporate data-logging and, at a minimum, the following events and data points shall be identified and recorded with a date and time stamp for each event:
 - Initial activation pressure
 - SCBA pressure on the high-pressure side of the first stage pressure reducer
- Data-logging at 30-second intervals
 - Transmission of HUD visual information signals for cylinder breathing air
- 100%, 75%, 50% and 35% (EOSTI)
 - Breathing rate at 30-second intervals
 - HUD deactivation pressure

Universal Emergency Breathing Safety System (UEBSS)

- New standardized fittings (Rectus type) for all manufacturers



Universal PASS Tone

- All PASS devices have a universal sound regardless of the manufacturer
 - This requirement was originally incorporated into the NFPA 1982, 2013 Edition standard as part of a Tentative Interim Amendment (TIA)

Safety and performance features for today's firefighters.

5.5 Cylinder Technology minimizes weight and profile, helping to reduce user fatigue, improve productivity and decrease injuries

As Long As You Own It Warranty provides peace of mind knowing that your most important investment is backed for your lifetime ownership of the SCBA



Easy-to-Remove Harness allows for cleaning and decontamination to help with exposure reduction efforts

Central Power Source improves battery management to minimize cost of ownership

Universal EBSS provides compatibility between SCBA for "Buddy Breathing"

Redundant Safety Features afford firefighters peace of mind knowing that the SCBA will perform in critical life safety environments

RFID-Enabled Bumper tracks cylinder fill history and monitors DOT compliance (i.e. hydrostatic testing)



"Made in the USA" with attention to quality and workmanship

"Buddy" Lights enable a 360° view of the firefighter's air pressure and PASS status

Snap-Change Cylinder Connection provides rapid cylinder replacement and improves cylinder charging efficiencies



Built on a foundation of redundant safety features, the 3M™ Scott™ Air-Pak™ X3 Pro SCBA provides performance you can trust to help protect firefighters in critical life safety environments.



Accountability at your fingertips.

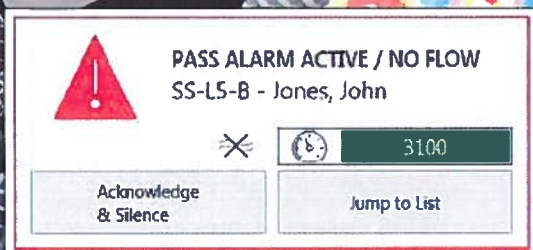
Real-time responder SCBA information at-a-glance.

Incident Command is tasked with many responsibilities on a fire scene, and personnel accountability is one of those items. Knowing the real-time status of a responder's condition allows for effective management of those assets, but it is commonly seen as a difficult thing to accomplish without integral radio communications. In fact, personnel accountability and effective communications are two of the most critical components of a successful fireground operation — and can be the most challenging to preserve. The Air-Pak™ X3 Pro SCBA seeks to improve both.

The patented 3M Scott SEMS II Wireless SCBA Telemetry System (with Pro Package), available on the Air-Pak™ X3 Pro SCBA, enables vital communication between responders and incident command. When paired with the 3M Scott Monitor Telemetry Software Solution (with Pro Package), incident command can see a responder's air level, PASS, and EVAC data — all standard telemetry essentials on a simple, easy-to-understand interface. Additional alert notifications — high flow or no flow full alarm PASS conditions and system integrity alarm — provide enhanced situational intelligence to help guide critical decision making. These alert notifications are the biggest benefit of the Monitor telemetry software solution (with Pro Package).

Exception Reporting

The chaos of a fire scene often develops to where command manages to the exceptions. Telemetry data is important for everyone wearing a SCBA, but immediate action needs to be taken to address the exceptions. An alternate view of the incident delivers just these exceptions or alerts — no news is good news. In this case, a blank screen is displayed under normal operations, while exception alerts appear with audible tones during an alarm condition, getting incident command's attention at the most critical times.



ePAR

Seeking to further improve communications, incident command can leverage SEMS II Pro with the Monitor telemetry software solution (with Pro Package) to electronically check the PAR status of firefighters without the need to broadcast over the radio. Available on the Air-Pak X3 Pro SCBA, a PAR request can be sent to firefighters with an audible and visual alert notification. Firefighters send an acknowledgment back to incident command with a simple click of a button on the PASS console. The ePAR feature helps reduce excess radio traffic in those situations where communications are critical, while maintaining personnel accountability on the fireground.

Hazmat

In environments where loud noises and sudden movements are not desirable, the SEMS II Pro Hazmat feature provides incident command the ability to remotely monitor the status of the firefighter without requiring animated motion during a delicate Hazmat operation.

Offering the same benefits as the full-featured SEMS II Pro and identified by a yellow console, the SEMS II Pro Hazmat includes a disabled motion sensor (not compliant to NFPA 1982) to prevent inadvertent alarm activation, while providing the safety benefit of a manual PASS activation in the event of an emergency.



Work smarter and more effectively.



3M™ Scott™ EPIC 3 RDI Voice Communication System

The EPIC 3 RDI voice communication system enhances SCBA facepiece voice intelligibility and delivers clear two-way radio communications when paired with Bluetooth compatible handheld field radios and remote speaker microphones.

Integrated noise suppression technology reduces environmental ambient noise from the facepiece and radio voice communications, allowing first responders to be clearly heard and understood when communicating with incident victims, team members, incident commanders and remote dispatch.

Compatible with all 3M Scott AV-series facepieces and Air-Pak SCBA, the EPIC 3 RDI provides 3M Scott customers with the safety and operational benefits of enhanced tactical voice communications.



3M™ Scott™ Sight In-Mask Thermal Imager

Unlike other SCBA-integrated thermal imaging devices, Sight combines a camera with a display in the facepiece without the need to reach down to lift an imager up. This gives firefighters hands-free operation for easier communication, victim extraction and tool carrying. Visibility is crucial to reducing search times, hazard identification, interior accountability, navigation and egress. Take your situational awareness to a whole new level with Scott Sight.

Sight Pro Package

Sight Pro Package is the next evolution of the industry's first in-mask, hands-free thermal imaging solution. Pro Package enables new, advanced features that provide firefighters with greater situational awareness during fireground operations.

Hot-Spot Tracker

Immediately identifies the hottest part of the scene and displays its relative temperature. Ideal for overhaul, search and rescue and risk assessment.

Cold-Spot Tracker

Immediately identifies the coldest part of the scene and displays its relative temperature. Ideal for hazmat environments.

Tactical Video Recording (TVR)

Automatically record all the information shown on the IMD for later review.

When you purchase an Air-Pak™ X3 Pro SCBA, compliant to the NFPA 1981, 2018 Edition standard, you will receive a bumper-to-bumper warranty for as long as you own the product at no additional cost.



- ✓ Backframe & Harness
- ✓ Pneumatics
- ✓ Electronics
- ✓ Facepiece
- ✓ Cylinder



**No
Additional
Cost**

With the **As Long As You Own It – Air-Pak™ SCBA Warranty**, customers will have peace of mind knowing that their most important investment is backed for the lifetime ownership of the product. No more crunching numbers to help manage maintenance costs towards the end of the product's life cycle.

This latest warranty from 3M Scott Fire & Safety reinforces our commitment to you — the customer — and further reduces your lifetime cost of ownership for the Air-Pak™ X3 Pro SCBA.

Air-Pak™ X3 Pro SCBA: Your platform for performance.



**3M™ Scott™ Sight
In-Mask Thermal Imager**
With Pro Package



**3M™ Scott™
Vision C5
Facepiece with
E-Z Flo C5
Regulator**



**3M™ Scott™
AV-3000 HT
Facepiece
with E-Z Flo+
Regulator**



**3M™ Scott™ Monitor
Telemetry Software
Solution**
With Pro Package



**Multiple Cylinder Options
(5.5, Snap-Change,
30-Year)**



**3M™ Scott™ SEMS II
Wireless SCBA Telemetry**
With Pro Package



**3M™ Scott™ EPIC 3 RDI
Voice Communication
System**



Learn more at 3MScott.com/X3Pro.



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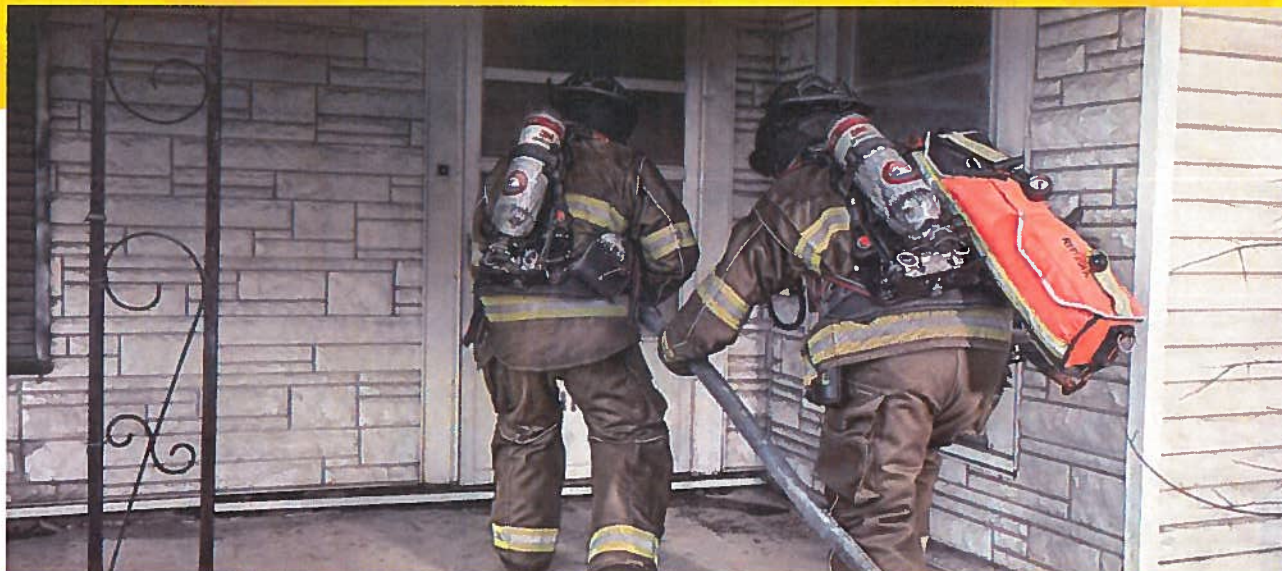


SCOTT
Fire & Safety

3MTM ScottTM RIT-Pak Fast Attack

Emergency Air-Supply System





RIT-Pak Fast Attack

A small, lightweight and compact solution for rapid intervention teams (RIT)

When a call comes in for a structure fire with possible entrapment, or a mayday is issued for a firefighter in distress, the last thing that should be on the minds of the RIT team is the equipment needed to perform the rescue. The RIT-Pak Fast Attack is another example of 3M Scott Fire & Safety listening to the fire services community to deliver a user-friendly and intuitive product solution that firefighters can rely on.

3M Scott's RIT-Pak Fast Attack offers a small, lightweight, and compact solution for rapid entry and air replenishment to a firefighter in distress. Developed with input from firefighters and RIT instructors across the country, the RIT-Pak Fast Attack provides an intuitive design enabling RIT teams to focus on locating and assessing the downed firefighter.

Carrying Device

- High-visibility orange fabric makes it easier to identify the bag in low visibility conditions, while also offering improved durability to meet the rigors of the fireground.
- Two color-coded storage compartments provide separation and easy identification of low-pressure and high-pressure components.
- Tactile pull handles offer easy identification of low-pressure and high-pressure compartments in low visibility conditions.
- Low-pressure compartment sized to allow for facepiece and mask-mounted breathing regulator to remain pre-connected for storage.
- 3M™ Scotchlite™ Reflective Material provides enhanced visibility in low light conditions, offers abrasion and water resistance, and is easy to clean.
- An easy-to-remove and adjustable length shoulder strap allows for convenient carrying and provides supplementary use as a pick-off strap during RIT removal.

- A fixed point carabiner on each end of the bag allows for easy attachment to the firefighter being rescued; Captive bar design ensures proper orientation of the carabiner each and every time.
- A reinforced protective bottom provides added durability and reduces friction when dragging.

Pneumatics

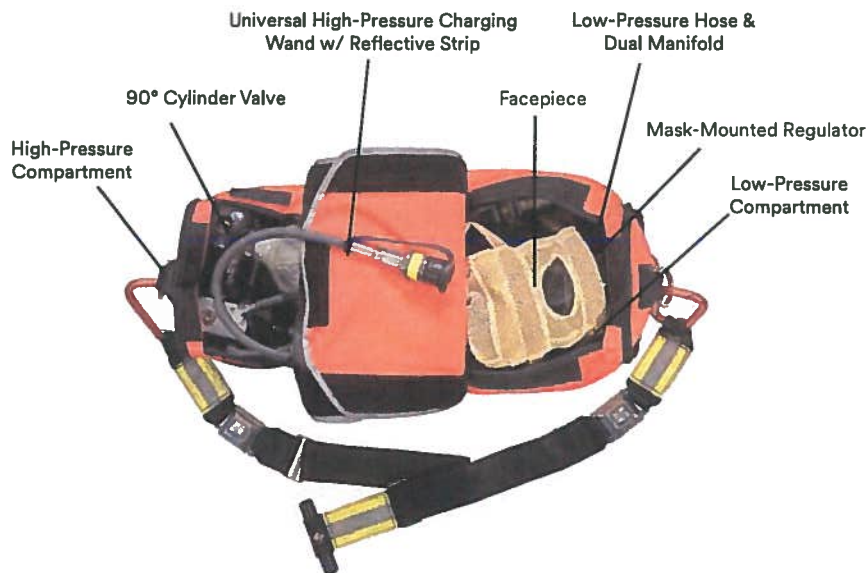
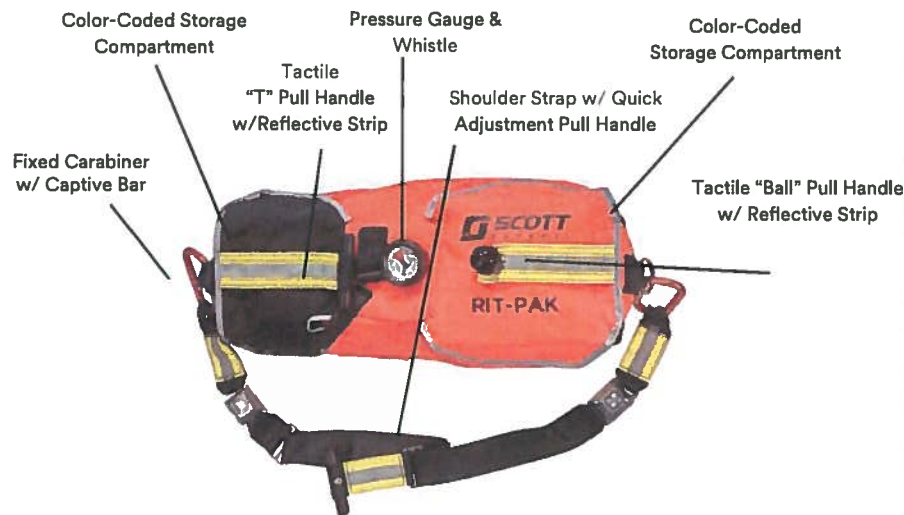
- An external pressure gauge with photoluminescent display provides continuous monitoring of air pressure remaining.
- A distinct, audible whistle alarm provides notification when the RIT-Pak Fast Attack has reached 25% of the rated cylinder pressure.
- A universal high-pressure charging wand and a low-pressure hose with dual manifold offer maximum versatility for providing emergency breathing air to a firefighter in distress.
- 3M™ Scotchlite™ Reflective Material makes it easier to locate the mask-mounted regulator, universal high-pressure charging wand, and low-pressure hose with dual manifold in low light conditions.

- Multiple storage options for the universal high-pressure charging wand provide user flexibility.

Facepiece

- The facepiece, a modified AV-3000 with SureSeal or Vision C5, has a simple-to-use donning handle, helping to strap onto a downed firefighter or victim.





Features



Low-Pressure Hose & Dual Manifold (with Hansen or Rectus fittings)



Facepiece w/ Mask-Mounted Regulator



Pressure Gauge & Whistle



Shoulder Strap w/ Quick Adjustment Pull Handle



Carabiner w/ Captive Bar (Fixed)

High-Pressure Compartment includes:

- Cylinder Valve
- Pressure Reducer
- Universal Charge

Low-Pressure Compartment includes:

- Facepiece
- Regulator
- Hose & Manifold

Bag Specifications:

Small Bag

- Length: ~22 in.
- Width: ~7 in.
- Height: ~7 in.
- Weight: 10.5 lbs (less cylinder)

Medium Bag

- Length: ~27 in.
- Width: ~7 in.
- Height: ~7 in.
- Weight: 10.8 lbs (less cylinder)

Cylinder Specifications:

- Cylinder, 4.5, 15-min
- Weight: 7.16 lbs (full)

- Cylinder, 4.5, 30-min
- Weight: 11.24 lbs (full)

- Cylinder, 5.5, 30-min
- Weight: 10.44 lbs (full)

- Cylinder, 5.5, 45-min
- Weight: 14.15 lbs (full)

3M™ Scott™ RIT-Pak Fast Attack

Specifications and Ordering information

RIT-Pak Fast Attack (Less Cylinder)

Part Number	Bag Size	Pressure (psig)	Carrying Bag	6' EBSS Hose	5' RIC Hose	Facepiece Model	Regulator Model	Fixed Carabiner
201564-01	Medium	4500	•	Hansen	•	AV-3000 SureSeal	E-Z Flo	•
201564-02	Medium	5500	•	Hansen	•	AV-3000 SureSeal	E-Z Flo	•
201564-03	Small	4500	•	Hansen	•	AV-3000 SureSeal	E-Z Flo	•
201564-11	Medium	4500	•	Rectus	•	AV-3000 SureSeal	E-Z Flo	•
201564-12	Medium	5500	•	Rectus	•	AV-3000 SureSeal	E-Z Flo	•
201564-13	Small	4500	•	Rectus	•	AV-3000 SureSeal	E-Z Flo	•
201564-21	Medium	4500	•	Hansen	•	Vision C5	E-Z Flo C5	•
201564-22	Medium	5500	•	Hansen	•	Vision C5	E-Z Flo C5	•
201564-23	Small	4500	•	Hansen	•	Vision C5	E-Z Flo C5	•
201564-31	Medium	4500	•	Rectus	•	Vision C5	E-Z Flo C5	•
201564-32	Medium	5500	•	Rectus	•	Vision C5	E-Z Flo C5	•
201564-33	Small	4500	•	Rectus	•	Vision C5	E-Z Flo C5	•

Cylinders

Part Number	Description
201561-01	4.5, 15-min, Cylinder & Valve (90°)
200870-01	4.5, 30-min, Cylinder & Valve (90°)
201567-01	5.5, 30-min, Cylinder & Valve (90°)
201568-01	5.5, 45-min, Cylinder & Valve (90°)

Replacement Parts (Spares)

Part Number	Description
201558-01	RIT-Pak Fast Attack, Bag, Medium
201558-02	RIT-Pak Fast Attack, Bag, Small
201600-01	RIT-Pak Fast Attack, Shoulder Strap Assembly
201595-01	RIT-Pak Fast Attack, Facepiece
205605-02	RIT-Pak Fast Attack, E-Z Flo Regulator, Hansen
205605-03	RIT-Pak Fast Attack, E-Z Flo Regulator, Rectus
31003648	RIT-Pak Fast Attack, Carabiner
201825-01	Vision C5 Facepiece, RIT-Pak Variant
201673-03	RIT-Pak Fast Attack, E-Z Flo C5 Regulator, Hansen
201673-04	RIT-Pak Fast Attack, E-Z Flo C5 Regulator, Rectus



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