



COOPERATIVE PURCHASING PROGRAM
 Houston-Galveston Area Council of Governments
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CONFERENCE INVITATION:

PRE-BID

PRE-PROPOSAL

PROCUREMENT NO: **EE08-13**

ISSUE DATE: **Jan 3, 2013**

CATEGORY: **Emergency Medical & Rescue Equipment**

PURPOSE OF THE CONFERENCE

Prior to soliciting offerings for the supply of products and/or services described herein, the Houston-Galveston Area Council of Governments (**H-GAC**) will conduct a Conference for interested parties. At the Conference, **H-GAC** staff will solicit comments related to the requirements and specifications contained in this DRAFT document. Participants should be prepared to offer constructive suggestions regarding content and/or format. Information and comments received at the Conference will be considered by **H-GAC** staff when preparing the Invitation To Submit Competitive Responses. The objective is a clearly written and competitive specification.

Please closely study the contents of this document before attending the Conference. Proceedings will move swiftly and there will be no time for an effective review while it is underway. Prior review is important even if you are a previous supplier participant because significant changes may have been made since the last specification for this Product/Service was issued.

Participants should contact **H-GAC** a day or two ahead of the scheduled Conference date to confirm that the published date and time is still in effect.

More than 5,400 local governments, districts, state agencies and authorities participating in the H-GAC Cooperative Purchasing Program purchase products and services thru **H-GAC** contracts.

TENTATIVE PROCUREMENT SCHEDULE AND DETAILS

DRAFT SPECIFICATION / INVITATION:	January 3, 2013
PRE-BID/PROPOSAL CONFERENCE:	February 5, 2013 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	March 6, 2013
RESPONSES DUE:	April 11, 2013 @1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	April 11, 2013 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	June 18, 2013
CONTRACT START DATE & TERM:	August 01, 2013 through July 31, 2015
The documents comprising this Invitation are available via (appropriate box(es) checked):	
<input checked="" type="checkbox"/> - E-mail <input checked="" type="checkbox"/> - Web Download @ www.hgacbuy.org/bids	
For questions regarding this Invitation, please contact:	
Name: Bill Burton Phone: 832-681-2514 E-mail: wburton@h-gac.com	

CONTENTS OF THIS INVITATION

SECTION A - General Terms & Conditions

SECTION B - Product/Service Specific Requirements (Draft)

SECTION C - **H-GAC FORMS** (Draft)

SECTION D - Pro-Forma (Sample) Contract

NOTICE TO MANUFACTURERS

H-GAC is conducting this procurement with the objective of establishing one or more blanket type contracts for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the manufacturer's level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value because the **H-GAC** Cooperative Purchasing Program is being used not only in the State of Texas, but **NATIONWIDE**. This means that **H-GAC** contractors will have a special advantage available to them in promoting sales to government agencies throughout the country... the ability to sell products without the need for the buyer to duplicate the competitive bidding process and expend all the associated staff time and taxpayer dollars. We believe an **H-GAC** contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

We look forward to your participation in our process. Please contact the **H-GAC** staff member listed on the cover of this Invitation for additional information.



SECTION A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. EE08-13

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 = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = **A**merican **S**ociety of **M**echanical **E**ngineers

CFR = U.S. **C**ode of **F**ederal **R**egulations

DOJ = U.S. **D**epartment **O**f **J**ustice

DOT = U.S. **D**epartment **O**f **T**ransportation

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 Admistration
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 Admistration
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. **NOTE** – Items in the Fourth Section should be supplied ONLY in the Original.

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.
- 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'.)
 - **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, if it is applicable.
- m. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- a. 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.
- b. 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.
- c. 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.
- d. 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.

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 thirty (30) calendar days after presentation by **H-GAC**. If a contract is not executed within thirty (30) 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 fax **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 transmit 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. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

H-GAC Cooperative Purchasing has adopted E-Commerce as part of its business model and maintains an internet website at www.HGACBuy.org. At any point in time, various information and process functions may be implemented and made operational thru the website, including but not limited to items such as:

Information Items

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information

Functions

- **End User** product inquiries
- Product configuration and price quotes
- Purchase Orders and Confirmations
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

All **H-GAC Contractors**, as a condition of contract, will be required to work with **H-GAC** and it's E-Commerce provider(s) to maximize use of E-Commerce within the context of **H-GAC** Cooperative Purchasing business. **Offeror** is encouraged to refer to **H-GAC's** Cooperative Purchasing web site where additional information can be found. If you have any questions, please contact **H-GAC** for assistance.

50. 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.

51. 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 Office Services Manger 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 Office Services Manager will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Manager 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 Office Service Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Office Service Manager immediately. The Office Service Manager 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 Office Service Manager'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**.

52. 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.

End of Section A
GENERAL TERMS & CONDITIONS

SECTION B – PRODUCT SPECIFIC REQUIREMENTS
for
EE08-13 - 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 4500 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.

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**.

ORDER PROCESSING CHARGE

As described in **Section-A**, for each purchase order under an awarded contract, **H-GAC** will invoice contractor directly for the 1.5% **H-GAC** Order Processing Charge applicable to the value of each order it handles through the **HGACBuy** Program. It is Offeror's responsibility to take this into consideration when preparing **Form D, D1** and **Form E** bid pricing, building this fee into Base Unit and options pricing accordingly (for example, on catalogs a 10% discount-off-list price should ideally be listed on Bidder's bid as 8.5%).

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-Automated Biphasic Defibrillators w/ECG Monitoring
- D. Manual Biphasic Defibrillators w/ECG Monitoring
- E. Semi-Automated 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 provide spec sheets for items quoted on Form D and /or D1.

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, NIOSH, CBRN, IP67) 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 (@ 25% 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)

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 IP67 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) must bid must be compliant with current NFPA standards where applicable. Bidder may satisfy this requirement by listing specific manufacturer catalogs/retail price sheets together with applicable discounts (i.e. % off retail). A copy of any mfg. catalog and retail price sheet listed on **Form D1** must be included with the bid. Electronic copies are acceptable. See below:

- Compressor and Purification Packages
- SCBA Fill Stations and Air Storage Systems
- Fill Panels for both Stationary (fire stations) and Mobile Applications (fire apparatus & vehicles)

L. BUNKER GEAR

Bidders are encouraged to quote Bunker Gear and Protective Accessories. All materials and construction shall meet or exceed NFPA Standard 1971 (current edition), and/or OSHA for structural fire fighters protective clothing. Bidder may satisfy this requirement by listing specific manufacturer catalogs/retail price sheets together with applicable discounts (i.e. % off retail).

Note: A copy of any mfg. catalog and retail price sheet listed on **Form D1** must be included with the bid. Electronic copies are acceptable.

OPTIONS

For each model priced on **Forms D & D1**, bidder shall include a comprehensive priced list of options applicable specific to that model. These options to include models not listed on either **Form D or D1** that will be made available to HGAC Members. Bidder may accomplish this through a itemized individual listing **or** a published manufacturer's catalog/price sheet. Failure to submit a thorough options pricing may result in bid being designated as non-compliant.

- **Itemized Listing (Form E)** - When pricing options for a base line item (product code), Bidder **shall** furnish a comprehensive list along with pricing for each option/accessory on **Form E**. Bidder shall also reference the correlating HGAC product code on **Form E**.
- **Catalogs (Form E)** – Bidder(s) may choose to price a complete catalog of models and/or parts and accessories. Pricing shall be provided in a percentage discount off Catalogs MSRP or Retail Pricing **and furnished with 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

Consistent with Texas bid award statutes, for each specific Form-D line item, H-GAC will recommend a single award to the lowest responsible Offeror. Once approved by our Board of Directors, Offerors will be notified of H-GAC management's final award recommendations by email, and then followed by a final, formal signature request from our Contracts group.

----- 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.: EE08-13

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

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, CDROM, 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 *handwrite this Form. Information must be typed in.***)**

Invitation No.: EE08-13

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.: EE08-13

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 COMPLETE submission, including all required <i>FORMS</i> , plus one copy, each in a separate hard-sided 3-ring binder. | |
| 2 | A copy of the COMPLETE 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 | The required list of References . | |
| 5 | Details of " Service Organization ", including locations, hours, personnel and parts/service availability. (Applies to hard goods only.) | |
| 6 | Complete Warranty Documentation for all Products offered. | |
| 7 | 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. | |
| 8 | Form CIQ , if required by law, completed and signed. (The Form, and instructions for its use, can be found at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) If Form CIQ does not apply, put "N/A" in the box to the right. | |
| 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.:		EE08-13 - Emergency Medical & Rescue Equipment			
Notes: PRODUCT CODE DESIGNATION: A three (3) character alpha-numeric Product Code. <u>First character</u> is the primary equipment, the <u>second character</u> is the manufacturer and <u>third character</u> is the make or model (description). No changes/modifications to Form D descriptions will be accepted and will result in bid item being deemed non-compliant. Remember to bid options on Form E.					
Product Code	Manufacturer	Description	Bid Price Each	Estimated Delivery Days ARO	Standard Product Warranty in Years
A. In-Home Work & Onsite Public Access AED					
A11	Cardiac Science	Powerheart AED G3 PLUS			
A21	HeartSine	HeartSine Samaritan 300P			
A31	Medtronic	LIFEPAK CR Plus Defibrillator Semi Automatic Cat. #80403-000148 (AHA Guidelines 2005)			
A41	Philips	HeartStart Home Defibrillator			
A51	Welch Allyn	AED 10 - Model 970300E			
A61	Zoll Medical	ZOLL AED Plus / Automated External Defibrillator			
A71	Defibtech	Defibtech Lifeline DCF-100 Automated External Defibrillator			
B. Biphasic Automated External Defibrillator					
B11	Cardiac	Powerheart AED G3 Automatic/Semi-Automatic			
B21	HeartSine	HeartSine Samaritan 300P			
B31	Medtronic	LIFEPAK 1000 AED, (Kit #1) Cat. #99425-000023			
B41	Philips	HeartStart Onsite			
B51	Welch Allyn	AED 20 - Model 972214E			
B61	Zoll Medical	ZOLL AED Pro / Manual Biphasic Defibrillator with ECG Monitoring			
C. Semi-Automatic Biphasic Defibrillator w/ECG Monitoring					
C11	Cardiac Science	Powerheart AED G3 Pro			
C31	Medtronic	LIFEPAK 12 Defibrillator/Monitor Basic (EL, AED, PAC) #99400-000372			
C41	Philips	HeartStart FR2+			
C51	Welch Allyn	PIC 40 - Model 973092E			
C61	Zoll Medical	ZOLL M Series Multi-Pro / Semi-Automatic External Defibrillator with ECG Monitoring			
C62	Zoll Medical	E Series AED with Manual Override, AC Power, Printer, Protocol Assist Codemarkers and GPS Clock Auto Sync			
D. Manual Biphasic Defibrillator w/ECG Monitoring					
D31	Medtronic	LIFEPAK 12 Defibrillator/Monitor #99400-003490 (EL, TREND, 100mm, AED, PAC, SP02, NIBP, ETC02)			
D41	Philips	HeartStart MRx, w/Monitor			
D51	Welch Allyn	PIC 30 - Model 972309COAE			
D61	Zoll Medical	ZOLL M Series Med-Pro / Biphasic Automated External Defibrillator			

D62	Zoll Medical	Power, Printer, Protocol Assist Code Markers and GPS Clock Auto Sync			
D63	Zoll Medical	Propaq MD Air Medical Configuration			
E. Semi-Automatic Manual Biphasec Defibrillator w/Escalating Joules					
E31	Medtronic	LIFEPAK 12 Defibrillator/Monitor Loaded #99400-003496 (Bi, AED, EL, Pace, Trend, Fax, 100 mm, SP02, NIBP, 12-Lead, CO2, IP)			
E41	Philips	HeartStart FR2+			
E51	Welch Allyn	PIC 50 - Model 971081E			
E61	Zoll Medical	ZOLL M Series CCT / Semi-Automatic Manual Biphasec Defibrillator			
F. Chest Compression Systems					
F61	Zoll Medical	AutoPulse System with Pass Thru			
F81	Jolife AB	Lucas 1			
F82	Jolife AB	Lucas 2			

H-GAC 'FORM D1' - PRODUCT ITEM BASE OFFERING PRICES

Offeror Name: _____

Invitation No.: **EE08-13 - Emergency Medical & Rescue Equipment**

Note:
 1. Remember to bid options and accessories on **Form E**. 2. No
 changes/modifications to Form D1 Model & Descriptions will be accepted and will result in bid item being deemed non-compliant.

Compliance - Bidder to specify (Yes, No, N/A) where applicable for each product code bid.

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
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A. Self-Contained Breathing Apparatus (SCBA)

AAA	Cairns Air	Pioneer, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AAB	Cairns Air	Pioneer Pro, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AAC	Cairns Air	Fire Dancer, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AAD	Cairns Air	Stealth, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
ABA	Draeger	Air Boss PSS 100, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
ACA	ISI	Viking Z7, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
ACB	ISI	Viking Z7, 30 minute service life, 4500 PSI cylinder pressure rating, aluminum cylinder						
ADA	MSA	UltraElite with Airframe, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AEA	Scott H & S	Air-Pak 75 SCBA w/pass device, 2.2, 2216 psi 30 minute carbon cylinder						
AEB	Scott H & S	Air-Pak 75 SCBA w/ pass device, 4.5,4500 psi 30 minute carbon cylinder						
AEC	Scott H & S	Air-Pak NXG-7 w/ pass device, 4.5 4500 psi 30 minute carbon snap-change cylinder						
AFA	Survivair	Cougar, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AFB	Survivair	Panther, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
AFC	Survivair	Puma, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AGA	Interspiro	Spiromatic S-4HP w/passII						
AGB	Interspiro	Spirotek 4 HP						
AHA	Sperian	Cougar, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AHB	Sperian	Panther, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AHC	Sperian	Puma, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AHD	Sperian	Panther, 30 minute service life, 2216 PSI cylinder pressure rating, carbon cylinder						
AHE	Sperian	Warrior, 30 minute service life, 2216 PSI cylinder pressure rating, aluminum cylinder						
AHF	Sperian	Warrior, 30 minute service life, 2216 PSI cylinder pressure rating, carbon cylinder						
AHG	Sperian	Panther, 30 minute service life, 4500 PSI cylinder pressure rating, carbon cylinder						
AHH	Sperian	Warrior, 30 minute service life, 4500 PSI cylinder pressure rating, carbon cylinder						
B. Spreaders								
BAA	American Rescue Technology	S-49XL (10,500 PSI), 74,250 lbs. Max Spreading Force, 28" Spread Distince						
BAB	American Rescue Technology	S-60XL (10,500 PSI),96,750 lbs. Max Spreading Force, 32" Spread Distance						
BAC	American Rescue Technology	S-35 (10,000 PSI), 25,000 lbs. Max. Spreading Force, 24" Spread Distance						
BAD	American Rescue Technology	S55 (10,500 PSI), 22,000 lbs. Max. Spreading Force, 32.3" Spread Distance						
BBA	Amkus	AMK-24 (10,500 PSI), 24.0 Max. Spreader Opening, 23.9" Max. Spreader Travel Distance						
BBB	Amkus	28 (10,500 PSI), 53,300 lbs. Max. Spreading Force, 28" Spread Distance						
BBC	Amkus	30-CX (10,500 PSI), 16,950 lbs. Max. Spreading Force, 32" Spread Distance						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
BCA	Champion	RS-11 (5,000 PSI), 5,600 lbs. Max. Spreading Force (closed tips), 10.75" Spread Distance						
BCB	Champion	RS-18 (5,000 PSI), 17,000 lbs. Max. Spreading Force (closed tips), 18" Spread Distance						
BDA	Holmatro	4230 (10,000 PSI), 14,585 lbs. Max. Spreading Force, 33.3" Spread Distance						
BDB	Holmatro	4240 (1,000 PSI) 33,625 lbs. Max. Spreading Force, 27 3/8" spread distance						
BDC	Holmatro	4242UL (10,000 PSI), 19,595 lbs. Max. Spreading Force, 27.2" Spread Distance						
BDD	Holmatro	4260UL (10,000 PSI), 33,000 lbs. Max. Spreading Force, 32.7" Spread Distance						
BDE	Holmatro	4280 (10,000 PSI), 58,000 lbs. Max. Spreading Force, 26.5" Spread Distance						
BEA	Hurst Products	SP300E eDraulic Spreader, 10,000 psi, 25,000 lbs max. spreading force, 24" spreading distance.						
BEB	Hurst Products	ML 28 Defender (5,000 psi) 44,000 lbs max. spreading force, 28" spreading distance.						
BEC	Hurst Products	MLT 32 Defender (5,000 psi) 31,000 lbs max. spreading force, 32" spreading distance.						
BED	Hurst Products	SP300 (10,000 psi) 25,000 lbs max. spreading force, 24" spreading distance.						
BEE	Hurst Products	SP310 (10,000 psi) 57,550 lbs spreading force, 28.3" Spreading Distance						
BEF	Hurst Products	SP510 (10,000 psi) 51,700 lbs spreading force, 31.5" Spreading Distance						
BEG	Hurst Products	SP512 (10,000 psi) 28,700 lbs spreading force, 24" spreading distance						
BFA	Lancier	LSP 24-LH-SP-635 (10,500 PSI), 35,100 lbs. Max. Spreading Force, 25" Opening						
BFB	Lancier	LSP 28-LH-SP-715 (10,500 PSI), 54,900 lbs. Max. Spreading Force, 28" Opening						
BFC	Lancier	LSP 32-LH-SP-850 (10,500 PSI), 27,900 lbs. Max. Spreading Force, 32" Opening						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
BGA	Nike Hydraulics	DHS50-720 (11,600 PSI), 10,000 lbs. Max. Spreading Force, 28.3" Spread Distance						
BHA	Phoenix	Model 25, (5,000 PSI), 18,000 lbs. Max. Spreading Force, Spreading Distance 25".						
BHB	Phoenix	Model 32, (5,000 PSI), 19,255 lbs. Max. Spreading Force, Spreading Distance 32".						
BIA	Power Hawk	S-1601, 11,000 lbs. Max. Spreading Force 6" down the arm, 14" Spread Distance						
BJA	Res-Q-Tek	ResQ 80 (5000 PSI), 24,700 lbs. Max. Spreading Force, 19" Spread Distance (Other models available having up to a 27.5" Spread Distance)						
BJA	Res-Q-Tek	ResQ 80 (5000 PSI), 24,700 lbs. Max. Spreading Force, 19" Spread Distance (Other models available having up to a 27.5" Spread Distance)						
BKA	TNT	S-100-24 (10,500 PSI), 47,592 lbs. Max. Spreading Force, 24 Spread Distance (Other models available having up to 41" Spread Distance)						
BKB	TNT	S-100-24HC (5,000 PSI), 47,592 lbs. Max. Spreading Force, 24 Spread Distance (Other models available having up to 41" Spread Distance)						
C. Cutters								
CAA	American Rescue Technology	C-30 (straight blade, 10,500 PSI), 31,000 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 20,000 lbs., Max. Cutter Opening 1.4".						
CAB	American Rescue Technology	C-130 (curved blade, 10,500 PSI), 90,000 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 50,000 lbs., Max. Cutter Opening 6" (Other models available up to Cutting Force (notch) -						
CAC	American Rescue Technology	ALL NINE (curved blade 10,500 PSI), 369,000 lb. Max cutting force. Cutter opening 7.1"						
CAD	American Rescue Technology	C236 (curved blade 10,500 PSI), 236,250 lbs. Max cutting force. Cutter opening 8".						
CAE	American Rescue Technology	C165 (Curved blade 10,500 PSI) 144,000 Max cutting force. Cutter opening 6.5"						
CAF	American Rescue Technology	C270 (Straight blade 10,500 PSI) 157,000 Max cutting force. Cutter opening 11"						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
CBA	Amkus	AMK21 (curved blade, 10,500 PSI), Max. Cutter Opening 6.0" (Other models available up to Max. Cutter Opening of 7.0")						
CCA	Champion	RC5 (single blade, 10,000 PSI), 248,000 lbs. Max. Cutting Force (notch), Max. Cutter Opening 4.5"						
CDA	Holmatro	3005 Mini (10,000 PSI), 29,225 lbs. Max. Cutting Force (notch), Max. Cutter Opening 1.5"						
CDB	Holmatro	3010 (curved blade, 10,500 PSI), 56,920 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 22,930 lbs., Max. Cutter Opening 5.7"						
CDC	Holmatro	4020UL (curved blade, 10,500 PSI), 63,400 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 41,000 lbs., Max. Cutter Opening 5.2"						
CDD	Holmatro	4031UL (straight blade, 10,500 PSI), 67,600 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 28,300 lbs., Max. Cutter Opening 12"						
CDE	Holmatro	4035UL (curved blade, 10,500 PSI), 67,600 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 28,300 lbs., Max. Cutter Opening 9.3"						
CDF	Holmatro	4035NCT (curved blade, 10,500 PSI), 57,320 lbs. Max. Cutting Force (notch), Max. Cutter Opening 5.7"						
CDG	Holmatro	4050NCT (curved blade, 10,500 PSI), 208,000 lbs. Max. Cutting Force (notch), Max. Cutter Opening 7"						
CDH	Holmatro	4055NCT (curved blade, 10,500 PSI) 228,855 lbs Max. Cutting Force (notch) Max. Cutter Opening 8 5/8"						
CEA	Hurst Products	S700E eDraulic Cutter (10,000 psi)-NFPA Rating A8-B9-C8-D9-E9-Max Opening 7.1"						
CEB	Hurst Products	S311E eDraulic Cutter (10,000 psi)-NFPA Rating A7-B8-C6-D7-E7- Max. Opening 5.91"						
CEC	Hurst Products	Extractor II (curved blade 5,000 psi)NFPA Rating A7-B7-C6-D7-E7- Max. Opening 6"						
CED	Hurst Products	MOC II (curved blade 5,000 psi) NFPA Rating A7-B9-C6-D7-E8 Max Opening 7"						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
CEE	Hurst Products	MOC (straight blade 5,000 psi) NFPA Rating A7-B7-C7-D7-E8 Max Opening 11"						
CEF	Hurst Products	MOC Ultra (curved blade 5,000 psi) NFPA Rating A7-B7-C7-D7-E8 Max Opening 5.2"						
CEG	Hurst Products	S311 (curved blade 10,000 psi) NFPA Rating A7-B7-C7-D8-E8 Max Opening 8.9"						
CEH	Hurst Products	S510 (curved blade 10,000 psi) NFPA Rating A8-B9-C7-D8-E9, Max. Opening 7.2"						
CEI	Hurst Products	S530 (straight blade 10,000 psi) NFPA Rating A8-B7-C7-D8-E9 Max. Opening 11.1"						
CEJ	Hurst Products	S511 (curved blade 10,000 psi) NFPA Rating A8-B8-C7-D8-E9, Max. Opening 5.9"						
CEK	Hurst Products	S700 (curved blade 10,000 psi) NFPA Rating A8-B9-C8-D9-E9, Max. Opening 7.1"						
CEL	Hurst Products	S120 Pedal/Cable Cutter (10,00 psi) NFPA A4-B3-C2-D3-E3, Max. Opening 2.04"						
CFA	Lancier	LCU 60-LH-CU-180 (10,500 PSI), Curved Blade, 101,700 lbs. Max. Cutting Force, 7" Blade Opening						
CFB	Lancier	LCU 90-LH-CU-1250 (10,500 PSI), Straight Blade, 108,900 lbs. Max. Cutting Force, 10" Blade Opening						
CGA	Nike Hydraulics	DHS100 (curved blade, 11,600 PSI), Max. Cutting Force (blade center) 65,000 lbs., Max. Cutter Opening 3.9"						
CGB	Nike Hydraulics	DHS150 (curved blade, 11,600 PSI), 99,000 lbs. Max. Cutting Force (notch) 50,000 lbs., Max. Cutting Force (blade center), Max. Cutter Opening 5.9"						
CGC	Nike Hydraulics	DHS240 (straight blade, 11,600 PSI), 76,100 lbs. Max. Cutting Force (notch) 34,800 lbs., Max. Cutting Force (blade center), Max. Cutter Opening 9.4"						
CHA	Phoenix	CSB (straight blade, 5,000 PSI), 64,700 lbs. Max. Cutting Force (notch), 35,500 lbs. Max. Cutting Force (blade center), Max. Cutter Opening 9.5"						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
CHB	Phoenix	S/O (curved blade, 5,000 PSI), 45,000 lbs. Max. Cutting Force (blade center), Max. Cutter Opening 8"						
CHC	Phoenix	S/B (curved blade, 5,000 PSI), 114,000 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 71,750 lbs., Max. Cutter Opening 9.5"						
CIA	Power Hawk	C-1601, Curved Blade, 30,000 lbs. Max. Cutting Force at blade center						
CIB	Power Hawk	CS-1602 Straight Blade, 45,000 lbs, Max. Cutting Force at notch, 21,000 lbs. Max. Cutting Force at blade center						
CJA	Res-Q-Tek	ResQ 100 (curved blade, 5,000 PSI), 50,564 lbs. Max. Cutting Force (notch), Max. Cutter Opening 3.7"						
CJB	Res-Q-Tek	ResQ 120 (curved blade, 5,000 PSI), 64,463 lbs. Max. Cutting Force (notch), Max. Cutter Opening 5"						
CJC	Res-Q-Tek	ResQ 160 (sraight blade, 5,000 PSI), 46,311 lbs. Max. Cutting Force (notch), Max. Cutter Opening 6.5" (Other models available up to 110,625 lbs. Max Cutting Force (notch), Max. Cutter Opening						
CKA	TNT	C-20 (10,500 PSI), 88,275 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 44,136 lbs., Max. Cutter Opening 6.4"						
CKB	TNT	C-20HC (5,000 PSI), 88,275 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 44,136 lbs., Max. Cutter Opening 6.4"						
CKC	TNT	C-25 (10,500 PSI), 109,098 lbs. Max. Cutting Force (notch), Max. Cutting Force (blade center) 55,000 lbs., Max. Cutter Opening 6.4"						
CKD	TNT	C-SC240 (10,500 PSI), 35,000 lbs. Max. Cutting Force (notch), Max. Cutter Opening 1.5"						
D. Combination Spreader/Cutter Tools								
DAA	American Rescue Technology	13C Vario (10,500 PSI), 18,000 lbs. Spreading Force, 13.2" Spreading Distance, Cutting Force at notch 58,000 lbs.						
DAB	American Rescue Technology	16C Brute (10,500 PSI), 30,000 lbs. Spreading Force, 15.7" Spreading Distance, Cutting Force at notch 112,000 lbs.						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
DAC	American Rescue Technology	Hand Vario (10,500 PSI), 18,000 lbs. Spreading Force, 10" Spreading Distance, Cutting Force at notch 50,000 lbs.						
DAD	American Rescue Technology	14c (10,500 PSI), 72,225 lbs. Spreading Force, 14.1" Spreading Distance, Cutting Force at notch 102,600 lbs.						
DBA	Amkus	C15 (10,500 PSI), 13,100 lbs. Spreading Force, 15.5" Spreading Distance, Cutting Force at Center of Blade 57,000 lbs.						
DBB	Amkus	25C (10,500 PSI), 9,900 lbs. Spreading Force, 15.5" Spreading Distance, Cutting Force at Center of Blade 57,000 lbs.						
DCA	Holmatro	3120 (10,500 PSI), 11,690 lbs. Spreading Force, 10.5" Spreading Distance, Cutting Force at notch 49,000 lbs., Cutting Force at Center of Blade 18,660 lbs.						
DCB	Holmatro	4150 (10,500 PSI), 16,166 lbs. Spreading Force, 14.2" Spreading Distance, Cutting Force at notch 67,600 lbs., Cutting Force at Center of Blade 28,300 lbs.						
DDA	Hurst Products	SC350E eDraulic Combi (10,000 psi) 85,430 lbs spreading force, 14.1" Spreading Distance, NFPA Rating A6-B7-C7-D7-E7						
ddb	Hurst Products	LKE 55 Battery Combi-(10,000 psi) 56,100 lbs Spreading Force, 12.5" Spreading Distance, NFPA Rating A5-B5-C5-D7-E7						
DDC	Hurst Products	Extractor C (5,000 psi) 25,279 lbs spreading force, 14.1" spreading distance, NFPA Rating A6-B7-C6-D7-E7						
DDD	Hurst Products	MOC Combi (5,000 psi) 43,388 lbs Spreading Force, 16.72" Spreading Distance, NFPA Rating A7-B9-C7-D9-E9						
DDE	Hurst Products	SC350 Combi (10,000 psi) 85,430 lbs spreading force, 14.1" Spreading Distance, NFPA Rating A6-B7-C7-D7-E7						
DDF	Hurst Products	SC550 Combi (10,000 psi) 50,500 lbs Spreading Force, 16.9" Spreading Distance, NFPA Rating A7-B9-C7-D9-E9						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
DEA	Lancier	LCO 17-LH-CO-460 (10,500 PSI), 18" Opening, 53,775 lbs. Max Cutting Force, 21,600 lbs. Max. Spreading Force						
DFA	Nike Hydraulics	DHK45/370 (11,600 PSI), 12,000 lbs. Spreading Force, 14.6" Spreading Distance, Cutting Force at notch 70,000 lbs., Cutting Force at Center of Blade						
DGA	Phoenix Rescue	18 (5,000 PSI), 15,500 lbs. Spreading Force, 18" Spreading Distance, Cutting Force at center of blade 33,000 lbs. (Other models available 25,32)						
DHA	Power Hawk	C-1602, 18,000 lbs. Spreading Force, 10" Spreading Distance, 45,000 lbs. Max. Cutting Force at notch, 21,000 lbs. Max. Cutting Force at blade center.						
DIA	Res-Q-Tek	ResQ 160 Frontliner (5,000 PSI), 5,843 lbs. Spreading Force, 8.8" Spreading Distance, Max. Cutting Force - 46,311 lbs. (Other models available 190, 260)						
DJA	TNT	CC20 (10,500 PSI), 11,400 lbs. Spreading Force, 14.9" Spreading Distance, Cutting Force at notch 60,488 lbs.						
DJB	TNT	CC20HC (5,000 PSI), 11,400 lbs. Spreading Force, 14.9" Spreading Distance, Cutting Force at notch 60,488 lbs.						
DJC	TNT	CC30 (10,500 PSI), 11,400 lbs. Spreading Force, 14.5" Spreading Distance, Cutting Force at notch 60,488 lbs.						
DJD	TNT	CC30HC (5,000 PSI), 11,400 lbs. Spreading Force, 14.5" Spreading Distance, Cutting Force at notch 60,488 lbs.						
E. Rams								
EAA	American Rescue Technology	22-45 (telescoping), Push Force - 43,000 lbs., Max. extended length - 43" (Other models available up to 57" Max. Extended Length)						
EAB	American Rescue Technology	21 (push-pull), Push Force - 37,000 lbs., Pull Force - 17,000 lbs., Max. extended length - 21", (Other models available up to 55" Max. Extended Length)						
EBA	Amkus	20 (push-pull), Push Force - 30,650 lbs., Pull Force - 14,400 lbs., Max. extended length - 21", (Other models available up to 40" Max. Extended Length)						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
ECA	Champion	RR13-19 (stackable), Push Force - 13,000 lbs., Max. extended length - 27.4".						
ECB	Champion	RR21-33 (stackable), Push Force - 13,000 lbs., Max. extended length - 33.5".						
EDA	Holmatro	3321UL (push-pull), Push Force - 36,460 lbs., Pull Force - 11,265 lbs., Max. extended length - 31" (Other models available up to 65.8" Max. Extended Length)						
EDB	Holmatro	4340 (telescoping), Push Force - 49,145 lbs., Max. extended length - 23".						
EDC	Holmatro	4350 (telescoping), Push Force - 49,145 lbs., Max. extended length - 50.2".						
EEA	Hurst Products	R411E Ram (10,000 psi) Push Force 23,156 lbs.,Max. extended length 35.6"						
EEB	Hurst Products	T-41 (5,000 psi telescoping) Push Force - 29,830 lbs., Max. extended length 41.3"						
EEC	Hurst Products	T-59 (5,000 psi telescoping) Push Force - 29,830 lbs., Max. extended length 59.1"						
EED	Hurst Products	JL-20C (5,000 psi push-pull) Push Force-15,708 lbs., Max. extended length 22"						
EEE	Hurst Products	JL-30C (5,000 psi push -pull) Push Force 15,708 lbs, Max. extended length 36"						
EEF	Hurst Products	JL- 60C (5,000 psi push-pull)Push Force 15,708 lbs, Max. extended length 60"						
EEG	Hurst Products	R430 (10,000 psi 3 stage telescoping) Push Force 60,000 lbs, Max. extended length 51.3"						
EEH	Hurst Products	R410 (10,000 psi push-pull) Push Force 30,800 lbs. Max extended length 41.4"						
EEI	Hurst Products	R412 (10,000 psi push-pull) Push Force 30,800 lbs. Max extended length 46.5"						
EEJ	Hurst Products	R414 (10,000 psi push-pull) Push Force 27,600 lbs. Max extended length 63"						
EEK	Hurst Products	R420 (10,000 psi telescoping) Push Force 60,000, Max. extended length 41.4"						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
EEL	Hurst Products	R422(10,000 psi telescoping) Push Force 60,000, Max. extended length 50.8"						
EEM	Hurst Products	R424 (10,000 psi telescoping) Push Force 60,000, Max. extended length 59"						
EFA	Lancier	LRT 30-LH-RT-805 (10,500 PSI) Telescoping 15" - 31.5", 50,400 lbs. Max. Push Force						
EFB	Lancier	LRT 60-LH-RT-1530 (10,500 PSI) Telescoping 25.5" - 60", 50,400 lbs. Max. Push Force						
EFC	Lancier	LRA 30-LH-R-803 (10,500 PSI) Telescoping 20.5" - 31.5", Push/Pull, 20,250 lbs. Max. Push Force						
EFD	Lancier	LRA 40-LH-R-1100 (10,500 PSI) Telescoping 26" - 43", Push/Pull, 20,250 lbs. Max. Push Force						
EFE	Lancier	LRA 60-LH-R-1600 (10,500 PSI) Telescoping 36" - 63", Push/Pull, 25,650 lbs. Max. Push Force						
EGA	Nike Hydraulics	DHC12-285 (push-pull), Push Force - 24,400 lbs., Pull Force - 6,000 lbs., Max. extended length - 32.7" (Other models available, DHC12C-330, DHC12C-570)						
EGB	Nike Hydraulics	DRT265-300 (telescopic push-pull), Push Force - 54,000 lbs., Pull Force - 8,000 lbs., Max. extended length - 25".						
EGC	Nike Hydraulics	DRT265-700 (telescopic push-pull), Push Force - 54,000 lbs., Pull Force - 8,000 lbs., Max. extended length - 48.9".						
EHA	Phoenix Rescue	14/26 (telescoping), Push Force - 39,500 lbs., Max. extended length - 26".						
EHB	Phoenix Rescue	25/60 (telescoping), Push Force - 39,500 lbs., Max. extended length - 60".						
EIA	Power Hawk	P-25, 18000 lbs. Push Force, Max. length - 27" (Other models available, P-40)						
EJA	Res-Q-Tek	ResQ Telescopic Ram, Push Force - 39,567 lbs., Max. extended length - 26.6".						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
EJB	Res-Q-Tek	ResQ Ram 20 (push-pull), Push Force - 22,931 lbs., Pull Force - 7,419 lbs., Max. extended length - 25.8" (Other models available, Ram 30 & Ram 60)						
EKA	TNT	R-20 (push-pull), Push Force - 31,500 lbs., Max. extended length - 22.3" (Other models available, R30, 40, 50)						
EKB	TNT	R-20HC (push-pull), Push Force - 31,500 lbs., Max. extended length - 22.3" (Other models available, R30, 40, 50)						
EKC	TNT	TLS-25 (telescoping), Push Force - 51,500 lbs., Max. extended length - 33.5" (Other models available, TLS-50, extended length 51.5")						
F. Stabilization/Shoring Struts								
FAA	Hurst-Airshore	Airshore Quick Strut Stabilization Kit (Two (2)Quick Strut's & Carrying Case)						
FAB	Hurst-Airshore	Airshore ART-A Static Strut (Manual, Telescoping) extended length - 28" (other models available up to 67" Extended Length)						
FAC	Hurst-Airshore	ART-E4.5-7 Static Strut (manual, telescoping) extended length- 84"						
FAD	Hurst-Airshore	ART-E Static Strut (manual, telescoping).extended length -97"						
FAE	Hurst-Airshore	ART F7-11 Static Strut (manual, telescoping), extended length -132"						
FAF	Hurst-Airshore	ART-F Static Strut (manual, telescoping) extended length 144"						
FBA	American Rescue Technology	Kodiac VSS.. Struts, extension 27" - 87", supports 5000 lbs. fully extended.						
FCA	Holmatro	AS3Q5FL with Quick Lock (pneumatic activation), Working column load per stand - 900 lbs, Retracted Length - 25" (Other models available, AS3Q10FL, 15FL, 20FL)						
FCB	Holmatro	HS1Q5FL with Quick Lock (hydraulic activation), Working column load per stand - 22,400 lbs.						
FCC	Holmatro	HS1Q10FL with Quick Lock (hydraulic activation), Working column load per stand - 22,400 lbs.						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
FCD	Holmatro	HS1Q15FL with Quick Lock (hydraulic activation), Working column load per stand - 15,200 lbs.						
FCE	Holmatro	MS2L2 with Locking Nut (manual activation)						
FCF	Holmatro	MS2L5 with Locking Nut (manual activation)						
FDA	Paratech	22-797000 TVS twistlock Vehicle Stabilizer Kit						
FDB	Paratech	22-796865 Compact VSK Stabilizer Kit						
FDC	Paratech	22-796850 Standard VSK Stabilizer Kit						
FDD	Paratech	22-796852 Highway VSK Stabilizer Kit						
FDE	Paratech	22-796855 Interstate/Motorway VSK Stabilizer Kit						
FDG	Paratech	22-796006 Rescue Strut, "Lock Stroke" (manual, pneumatic), extended length - 25.2" (Other models available up to 90.25" Extended Length)						
FDG	Paratech	22-796212 Rescue Strut, "Acme Thread" (manual, pneumatic), extended length - 15" (Other models available up to 87.3" Extended Length)						
FEA	Rescue 42	CTC-6001 TeleCrib Stabilization: Engine Kit (1 short, 1 long strut w/all stabilization accessories. Working load up to 18,000 lbs.)						
FEB	Rescue 42	CTC-6002 TeleCrib Stabilization: Truck Kit (2 short, 2 long strut w/all stabilization accessories. Working load up to 18,000 lbs.)						
FEC	Rescue 42	CTC-6003 TeleCrib Stabilization: Rescue Kit (4 short, 4 long strut w/all stabilization accessories. Working load up to 18,000 lbs.)						
FFA	Res-Q-Tek	Stab Jack Standard (manual, telescoping square tubing type), Working column load per stand - 7,940 lbs., Extended length - 95".						
FFB	Res-Q-Tek	Stab Jack Mini (manual, telescoping square tubing type), Working column load per stand - 7,940 lbs., Extended length - 32".						
FGA	Res-Q-Jack	Long ADJ stand (manual, telescoping square tubing type), Extended length - 88". (Other models available)						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
FGB	Res-Q-Jack	Short ADJ stand (manual, telescoping square tubing type), Extended length - 36" (Other models available)						
FGC	Res-Q-Jack	Jack Stand ADJ (screw jack w/telescoping square tubing type), Extended length - 96" (Other models available)						
FGD	Res-Q-Jack	3 point Combo package (2-long adjustable stands, 1-jack stand, 4-straps, 10,000 lbs.) (Other models available)						
FHA	TNT	Short Static Strut (manual, telescoping), extended length - 48", 7,100 lbs capacity at full extension (Other models available)						
FHB	TNT	Long Static Strut (manual, telescoping), extended length - 102", 7,100 lbs capacity at full extension (Other models available)						
G. Air Lift Rescue Bags								
GAA	American Rescue Technology	ART.ABK1 6x6 (high pressure), Lift Capacity - 3,200 lbs., Inflation height - 2.5", Deflated dimensions - 6" x 6" (Other models available up to 148,000 lb. Lift Capacity, Inflation height - 20")						
GAB	American Rescue Technology	ART.MP3 (low pressure), Lift Capacity - 3,000 lbs., Inflation height - 18" (Other models available up to 19,600 lbs. Lift Capacity, Inflation height - 72")						
GBA	Holmatro	HLB1 (high pressure), Lift Capacity - 1,798 lbs., Inflation height - 3", Deflated dimensions - 5.375" x 5.375" (Other models available up to 150,621 lbs. Lift Capacity, Inflation height - 20.5")						
GBB	Holmatro	LAB 4U (low pressure), Lift Capacity - 8,800 lbs.(pair), Inflation height - 24.375", Deflated dimensions - 27.5" x 27.5" (Other models available up to 35,300 lbs./pair Lift Capacity, Inflation height - 24.375")						
GCA	Hurst Products	HK1 (high pressure), Lift Capacity - 2,000 lbs., Inflation height - 3", Deflated dimensions - 6" x 6" (Other models available up to 140,400 lbs. Lift Capacity, Inflation height - 20.0")						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
GDA	Paratech	KPI-1 (high pressure), Lift Capacity - 3,000 lbs., Inflation height - 3.4, Defaltd dimensions - 6.0" x 6.0" (Other models available up to 144,600 lbs. Lift Capacity, Inflation height - 20.0")						
GDB	Paratech	22-889052 Model 52-5 Lift Bag Set. Consist of: 1ea-KPI-3, 2ea-KPI-17, 2ea-KPI-32. (Controller sold separate)						
GDC	Paratech	22-889117 Model 117-8 Lft Bag Set. Consist of: 1ea-KPI-12, 2ea-KPI-17, 2ea-KPI-22, 2ea-KPI-32, 1ea-KPI-35L (Controller sold separate)						
GDD	Paratech	Model A (low pressure), Lift Capacity - 3,280 lbs., Inflation height - 17.0, Deflated dimensions 24.0" x 2.0" (Other models available up to 13,120 lbs. Lift Capacity,						
GDE	Paratech	22-890300 Master Control Kit						
GDF	Paratech	22-890351 Control Kit						
GEA	Res-Q Tek	Z1/SQ (high pressure), Lift Capacity - 2,200 lbs., Inflation height - 2.7", Deflated dimensions - 5.9" x 5.9" (Other models available up to 140,800 lbs. Lift Capacity, Inflation height - 20.1")						
GEB	Res-Q Tek	A7.25 (low pressure), Lift Capacity - 3,280 lbs., Inflation height - 17", Diameter - 24".						
GEC	Res-Q Tek	A14.5 (medium pressure), Lift Capacity - 6,560 lbs., Inflation height - 17", Diameter - 24".						
GED	Res-Q Tek	B7.25 (low pressure), Lift Capacity - 5,126 lbs., Inflation height - 23", Diameter - 30".						
GEE	Res-Q Tek	B14.5 (medium pressure), Lift Capacity - 10,252 lbs., Inflation height - 23", Diameter - 30".						
GEF	Res-Q Tek	C7.25 (low pressure), Lift Capacity - 7,379 lbs., Inflation height - 24", Diameter - 36".						
GEG	Res-Q Tek	C14.5 (medium pressure), Lift Capacity - 14,758 lbs., Inflation height - 24", Diameter - 36".						
GEH	Res-Q Tek	D7.25 (low pressure), Lift Capacity - 13,120 lbs., Inflation height - 40", Diameter - 48".						
GEI	Res-Q Tek	D14.5 (medium pressure), Lift Capacity - 26,240 lbs., Inflation height - 40", Diameter - 48".						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
GEJ	Res-Q Tek	D72-14.5 (medium pressure), Lift Capacity - 26,240 lbs., Inflation height - 72", Diameter - 48".						
GFA	Sava	#521478 A/K (medium pressure), Lift Capacity - 6,560 lbs., Inflation height - 17", Diameter - 24" (Other models available up to 26 Tons Lift Capacity, Inflation height - 48")						
GFB	Sava	#76740 (high pressure), Lift Capacity - 74.1 tons,, Inflation height - 20", Defalted Dimensions - 36" x 36" (Other models available from 1.1 Tons up to 70 Tons)						
GGA	TNT	SLK (high pressure), Lift Capacity - 2,000 lbs., Inflation height - 3", Deflated dimensions - 6" x 6" (Other models available up to 70 Tons Lift Capacity, Inflation height - 20")						
GGB	TNT	519882 (high pressure Flat form), Lift Capacity - 8.8 Tons, Inflation height - 4", Dimensions 18" x 18", (Other models available up to 44 Tons Lift Capacity, Inflation height - 10.2")						
GGC	TNT	SMP (medium pressure), Lift Capacity - 6,560 lbs., Inflation height - 24" (Other models available up to 26,240 lbs. Tons Lift Capacity, Inflation height - 40")						
GHA	Hurst-Vetters	UF-1- Ultra Flat(high pressure 116 psi) Lift Capacity 1.1 US Tons, Inflation Height 3", Deflated Dimension 5.5"x5.1"x.5" (Other models available up t 10.58 US Tons with 8" lifting height)						
GHB	Hurst-Vetters	V1- Aramide Lifting Bags (high pressure 116 psi)Lift Capacity 1.1 US Tons, Inflation height 3", deflated dimension 5.5"x5.1"x1" (Other models available up to 74.63 US Tons with lifting height of 20.5"						
GHC	Hurst-Vetters	V1 S. Tec- Lifting Bags (high pressure 145psi)Lift Capacity 1.3 US Tons, Inflation height 7.5", deflated dimension 5.5"x5.1"x1" (Other models available up to 93.3 US Tons with lifting height of 20.5"						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
GHD	Hurst-Vetters	Set 1/6- Lifting Bags (medium pressure 14.5 psi) Lift Capacity 3.3 US Tons, Inflation Height of 18"- Deflated dimension of 25.6"x8" (Other Models available up to 24.9 US Tons-with lifting height of 43")						
H. Hand-Held Thermal Imaging Equipment								
HAA	Bullard	T3MAX, Microbolometer (sensor), Resolution - 160 x 120 array.						
HAB	Bullard	T3MAXTT, microbolometer (sensor), Resolution - 160 x 120 array w/thermal throttle option.						
HAC	Bullard	T320, Microbolometer (sensor), Resolution - 320 x 240 array.						
HAD	Bullard	T320TT Bullard T320, Microbolometer (sensor), Resolution - 320 x 240 array w/thermal throttle option.						
HAE	Bullard	T4MAX Bullard T4MAX, Microbolometer (sensor), Resolution - 320 x 240 array						
HAF	Bullard	ECLIPSE microbolometer (sensor), Bullard Eclipse Imager, Resolution - 80 x 60 array						
HAG	Bullard	ECLIPSETT microbolometer (sensor), Bullard Eclipse Imager, Resolution - 80 x 60 array w/thermal throttle option						
HBA	Cairns AT	Viper, Microbolometer (sensor), Resolution - 320 x 240 array.						
HCA	E2V	Argus3 (P4466), Microbolometer (sensor), Resolution - 160 x 120 array.						
HCB	E2V	Argus3 (P4467), BST (sensor), Resolution - 320 x 240 array.						
HDA	ISG	K80 FirCam, Microbolometer (sensor), Resolution - 160 x 120 array.						
HDB	ISG	K90 Talisman XL, BST (sensor), Resolution - 510 x 492 array.						
HDC	ISG	K1000 Elite, Microbolometer (sensor), Resolution - 320 x 240 array.						
HDD	ISG	K1000 Elite Lite, Microbolometer (sensor), Resolution - 160 x 120 array.						
HEA	ISI	nVision XT, ASI microbolometer sensor, Resolution-160 x 120 array.						
HEB	ISI	nVision XTP, ASI microbolometer sensor, Resolution-320 x 240 array.						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
HFA	MSA	Evolution 5200 TIC, Microbolometer (sensor) - Resolution 160 x 120						
HGA	Scott H & S	Eagle Imager 320. A-Si camera core, multi position handle, 4" LCD display, glove friendly control.						
HHA	Total Fire Group	Fire Warrior, Microbolometer (sensor), Resolution 160 x 120						
I. Fire Rescue Saws								
IAA	Cutters Edge	CE-2165RS-12, Displacement - 4.0 cu.in., 5.06 hp., 12" blade						
IAB	Cutters Edge	CE-2171RS-12, Displacement - 4.3 cu.in., 5.67 hp., 12" blade						
IAC	Cutters Edge	CE101C, Displacement - 6.2 cu.in., 6.5 hp., 12" blade						
IBA	Tempest	371K Cutoff Saw, Single Cylinder, 2 cycle, 5.4 hp., 14" diameter blade.						
IBB	Tempest	385K Cutoff Saw, Displacement - 5.0 cu.in., 81 cc, 14" diameter blade.						
ICA	Partner	K650 Active III, 71 cc, 4.8 hp., 12" blade.						
ICB	Partner	K700 Active III, 71 cc, 4.8 hp., 14" blade.						
ICC	Partner	K950 Active, 94 cc, 6.1 hp., 12" blade (Other models available - Ring, Chain, Rescue)						
ICD	Partner	K1250 Active, 119 cc, 7.8 hp., 14" blade.						
ICE	Partner	K1250 Rail, 119 cc, 7.8 hp., 14" blade.						
ICF	Partner	K40 Pneumatic, 4.3 hp., 14" blade.						
ICG	Partner	K2500 Hydraulic, 7.0 hp., 16" blade.						
ICH	Partner	K2500 Rail, Hydraulic, 7.0 hp., 16" blade.						
ICI	Partner	K3600 Ring, Hydraulic, 5.8 hp., 14" blade.						
IDA	Unifire	PS-COS12, Pro Saw, 12" Cut-Off Saw 5.6HP, 74cc NO BLADE						
IDB	Unifire	PS-COS14, Pro Saw, 14" Cut-Off Saw 5.6HP, 74cc NO BLADE						
IDC	Unifire	PS-COS1479, Pro Saw, 14" Cut-Off Saw 7.9HP, 119cc NO BLADE						
IDD	Unifire	PS-COS1679, Pro Saw, 16" Cut-Off Saw 7.9HP, 119cc NO BLADE						
IDE	Unifire	PS-16-SB, Pro Saw, 16" Straight Bar w/ Sabertooth chain, 6.5HP 74cc						
IDF	Unifire	PS-20-SB, Pro Saw, 20" Straight Bar w/ Sabertooth chain, 6.5HP, 74cc						
IDG	Unifire	PS-16DGCobra, Pro Saw, 16" Depth Gauge w/ Cobra chain						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
IDH	Unifire	PS-20DGCOBRA, Pro Saw, 20" Depth Gauge w/ Cobra chain						
IDI	Unifire	PS-16DG-SB, Pro Saw, 16" Depth Gauge w/ Sabertooth chain						
IDJ	Unifire	PS-20DG-SB, Pro Saw, 20" Depth Gauge w/ Sabertooth chain						
IDK	Unifire	SV3-16, 16" Ventilation Saw w/ chain						
IDL	Unifire	SV3-20, 20" Ventilation Saw w/ chain						
IDM	Unifire	SVC3-14, 14" Cut-Off Saw w/ 14" Tiger						
IEA	Super Vac	SV3-16, 16" Ventilation Saw w/ chain						
IEB	Super Vac	SV3-20, 20" Ventilation Saw w/ chain						
IEC	Super Vac	SVC3-14, 14" Cut-Off Saw w/ 14" Tiger Tooth blade						
J. Electronic Personnel Accountability System (Stand-Alone)								
JAA	Grace, Ind.	T-3 LCD Command Base w/Two-Way Signaling						
JAB	Grace, Ind.	Watchdog System Monitor with In-Command Software (Laptop Not Included)						
JAC	Grace, Ind.	T-PASS III M - NFPA1982 Compliant PASS with Two-way signaling, Motion sensing only						
JAD	Grace, Ind.	T-PASS III H - NFPA1982 Compliant PASS with Two-way signaling, Motion and Heat sensing						
JAE	Grace, Ind.	Micro-Repeater - Portable repeater for T-3 system, 9 volt powered						
K. Breathing Air Systems								
KAA	Scott H & S	Simple Air 3 phase 7.5HP 6000 psi compressor w/ auto control & digital readout panel.						
KAB	Scott H & S	Hush Air 3 phase 15 Hp 6000 psi compressor (21.5 cfm) w auto control and digital readout panel.						
KAC	Scott H & S	Guardian fill station & storage w/ fill panel, auxiliary high pressure & low pressure outlet,4 bank cascade panel, vertical back rack, (4) DOT 6000 psi cylinders & 25 ft hoses.						
KAD	Scott H & S	RevolveAir fill station & storage w/ simultaneous charging of 2 cylinder w/ 2 cylinder exchange, auxiliary high pressure & low pressure outlet,4 bank cascade panel, vertical back rack, (4) DOT 6000 psi cylinders & 25 ft hoses.						

Product Code	Mfg.	Model & Description	Base Offered Price	NFPA 1936	NFPA 1981	NIOSH	CBRN	IP67
KAE	Scott H & S	Liberty I breathing air system trailer , enclosed single axle trailer w/ 2 ASME storage cylinders, 20 HP (25.2 cfM) 6000psi compressor & built in RevolveAir fill station						
L. Bunker Gear								
LAA	Various	FireDex						
LBA	Lion	Liberty Protective Clothing						
LBB	Lion	V-Force Protective Clothing						
LCA	Various	Chieftain Safety Protective Clothing; Securitex Protective Clothing						
LDA	Honeywell	Morining Pride Brand						
LDB	Honeywell	Ranger Brand						

This is a sample of the contract that will be sent to you for execution IF you are recommended for a contract award. Do NOT complete and return with your Response.

A CONTRACT BETWEEN HOUSTON-GALVESTON AREA COUNCIL, Houston, Texas AND _____

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 100, Houston, Texas 77027, AND, _____ hereinafter referred to as the **CONTRACTOR**, having its principal place of business at _____.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a _____ Contract to become effective as of _____, and to continue through _____ (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of _____ offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell _____ through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: _____, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: _____, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on

any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR** .

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters 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 of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **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** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract 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**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, 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 **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, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **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. **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, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: 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 Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, 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, lost 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 Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC'S liability under this Contract, 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, judgments, and liens arising as a result of **CONTRACTOR'S** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract 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 this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **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 Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract 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 Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the 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.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: _____, 20__

Signed for _____

Printed Name & Title: _____ Date: _____, 20__

Attest for _____

Printed Name & Title: _____ Date: _____, 20__