



SELF-CONTAINED
BREATHING APPARATUS
[SCBA]

ITB No. 202146

Due: June 16, 2021 2PM

INVITATION TO BID
COMMODITIES

CITY OF GEORGETOWN

300-1 Industrial Ave
Georgetown, TX 78626

PO Box 409
Georgetown, TX 78627

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INTRODUCTION

Bids are solicited for **Self-Contained Breathing Apparatus's and related accessories** with the following definitions, term and conditions of bidding. Upon City's acceptance of a Bid and issuance of a Purchase Order or Notice to Proceed, this Invitation to Bid shall be incorporated into the agreement between the Parties."

The Successful Bidder must meet all requirements of the Invitation to Bid, maintain proper licensing, and comply with all federal, state, and local laws and mandates relative to the services specified in this Bid.

DEFINITIONS

The following definitions shall be used to identify terms throughout this invitation to bid:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Bidder to furnish the goods or equipment specified within this solicitation and obligating the City to pay for the goods or equipment as specified. This may be an authorized purchase order.

B. BID/RESPONSE/OFFER/QUOTATION

A complete, properly signed and submitted response to this solicitation that, if accepted, would bind the Bidder to perform the resulting contract.

C. BIDDER

The entity or individual who is identified throughout the solicitation that they consider themselves qualified to provide the goods or equipment specified herein, and are interested in making an offer to provide the goods or equipment to the City.

D. CITY

The City of Georgetown, located in Williamson County, Texas.

E. CITY COUNCIL – The governing body of the City of Georgetown, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. E-BID SYSTEM

The City's electronic bidding system. This is a web-based system that provides all solicitation documents electronically to potential Bidders and allows interested Bidders to submit Bids in response to advertisement for invitation. The term "e-bid" and/or "electronic bid" means the Bidders' electronic bid submitted to the City by way of the E-bid system. The terms "electronic bid" or "e-bid" are used inter-changeably to describe the above invitation for bid process to submit an authorized bid to the City in response to an Invitation to Bid.

G. GOODS

Materials, supplies, commodities and/or equipment.

H. PIGGYBACK CONTRACT

A contract or agreement that has been competitively bid in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

I. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

J. SOLICITATION/INVITATION TO BID

This Solicitation document issued by the City containing terms, conditions and specifications for the goods or equipment to be procured.

K. VENDOR

Person or business enterprise providing goods, equipment or services to the City as fulfillment of obligations arising from an agreement or purchase order.

NOTICE TO BIDDERS

A. NOTICE

All Bids are due on or before **2:00 p.m. on June 16, 2021**. **Solicitations are posted and available to download from the City of Georgetown's On-Line Bidding System at <https://gtowntx.ionwave.net/CurrentSourcingEvents.aspx>.**

Bidders may receive notice of Bids from the City of Georgetown from a variety of channels. Approved methods of dissemination include: City of Georgetown website or the City of Georgetown Purchasing Office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your Bid non-compliant. City of Georgetown accepts no responsibility for the receipt or notification of solicitations through any other source.

B. RECEIPT OF BIDS

1. Electronic Sealed Bids. Electronic Bids shall be submitted through the City's web site at: <https://georgetown.ionwave.net/Login.aspx>. All interested Bidders are required to register as a "Bidder" on the City's E-bid System at the above web address and clicking on "Bidder Registration". Registration provides automatic access to the solicitation and its documents (specifications, attachments, exhibits), and for any changes to the solicitation including change(s) to the submission time and date.

Electronic Bids shall be uploaded in the E-bid system and submitted electronically through this system to the City of Georgetown, Purchasing Manager, 300-1 Industrial Ave.,

Georgetown, TX 78626.

Electronic Bids must be received prior to the time and date specified in the City's E-bid System. The mere fact that the Bid was dispatched will not be considered; the Bidder must ensure that the Bid was properly uploaded in the System. The time Bids are received shall be determined by the electronic clock in the City's E-bid System.

C. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted electronically via the City's E-bid system in writing to the following individual:

Nicole Abrego

Senior Buyer

The deadline for written electronic questions is **June 9, 2021 at @ 5:00 p.m.**

D. SCHEDULE OF IMPORTANT DATES

The tentative schedule for this Solicitation is as follows:

Release ITB to Bidders	May 28, 2021
Advertisement Dates	June 2 and 9, 2021
Deadline for Questions and Inquiries	June 9, 2021 5PM
ITB Due Date	June 16, 2021, 2PM
Earliest Award by City	August 10, 2021

The City reserves the right to modify these dates.

STANDARD TERMS and CONDITIONS

A. ACCEPTANCE

Upon acceptance and approval by the City Council, or their designee, this bid effects a working contract between the City and the successful Bidder. A City of Georgetown Purchase Order is required prior to the delivery of any goods or services provided to the City.

B. ABSENCE of PURCHASE ORDER or AGREEMENT

The City is not responsible for delivery of any commodities or equipment without a proper Purchase Order.

C. ADDENDA

If it becomes necessary to revise any part of this bid, prior to the due date and time, a written addendum will be provided to all Bidders. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Bidders in written addendum form from the Purchasing Department.

Addenda will be transmitted by electronic means to all registered Bidders in the City's E-bid system that are known to have downloaded a copy of the bid documents and specifications from the City's E-bid system. However, it shall be the sole responsibility of the Bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Bidder shall provide written acknowledgment of all addenda.

D. ADVERTISING and PUBLICITY

The successful Bidder shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

E. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Vendor, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Vendor without the prior written consent of the City. Any attempted assignment or delegation by the Vendor shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

F. AWARD of CONTRACT

The award of a contract will be made to the Bidder providing the best value to the City. Best value criteria to be considered for award follows:

- conformity to specifications;
- purchase price, including payment discount terms;
- the reputation of the Bidder and of the Bidder's goods or services;
- the quality of the Bidders's goods or services;
- the extent to which the goods or services meet the City's needs;
- the Bidder's past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- scheduled pick-up terms;
- payment terms;
- availability of materials, including but not limited to location and times of pick-up or delivery.

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost.

G. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin or any of the legally recognized suspect classification, in consideration for an award.

H. CANCELLATION or TERMINATION

1. Termination For Cause:

In the event of default by the Vendor, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Vendor, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Vendor's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Vendor, the City may remove the Vendor from the City's Bidder List and any Offer submitted by the Vendor may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. Termination Without Cause:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Vendor shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Vendor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. Non-Appropriation:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

4. Cancellation:

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Vendor breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

I. CERTIFICATION

This Solicitation includes a certification page. Bidder must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Bidder.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Bidders in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

J. CLAIMS

If a claim, demand, suit or other action is asserted against the Vendor which arises under or concerns the Agreement, or which could have a material adverse effect on the Vendor's ability to perform thereunder, the Vendor shall give written notice to the City within ten (10) calendar days after receipt of notice by the Vendor. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the Purchasing Department as set forth below and to the City Attorney at PO Box 409, Georgetown, TX 78627.

K. CODES, PERMITS, LICENSES

Vendor shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

L. COLLUSION

Advanced disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will cause to void all responses to that particular bid solicitation or request.

M. COMMUNICATION

To ensure the proper and fair evaluation of this bid, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Bidders and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Bid. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed to the City of Georgetown Purchasing Office, Attn.: Purchasing Manager, PO Box 409, 300-1 Industrial Avenue, Georgetown, TX 78627, 512-930-3647, FAX: 512-930-9027, purchasing@georgetown.org.

N. CONFIDENTIALITY

In order to provide the deliverables to the City, Vendor may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential)(collectively, "Confidential Information"). Vendor acknowledges and agrees that the Confidential Information is the

valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Vendor (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Vendor promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Vendor agrees to use protective measures no less stringent than the Vendor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

O. DEFAULT

Vendor shall be in default under the Agreement if the Vendor (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any purchasing agreement Vendor has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States (if allowed under federal law), or (e) makes a material misrepresentation in Bidder's bid, or in any report or deliverable required to be submitted by Vendor to the City.

A Vendor who abandons or defaults the work on the Agreement and causes the City to purchase the goods or services elsewhere may be charged the difference in cost of the goods or service if any and may not be considered in the re-advertisement of the solicitation and may be rejected as not being a responsible Bidder and not considered in future Solicitations for the same type of purchase unless the specifications are significantly modified.

P. DELAYS

The City may delay scheduled delivery or other due dates by written notice to the Vendor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Agreement, the City and the Vendor shall negotiate an equitable adjustment for costs incurred by the Vendor in the Agreement price and execute an amendment to the Agreement. The Vendor must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Vendor from delaying the delivery as notified.

Q. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any Bidder or person considering doing business with a local government entity disclose the Bidder or person's affiliation or business relationship that might cause a conflict of

interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to the City.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the Bidder's offer.

R. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission ("TEC") is as follows:

1. The disclosure of interested parties must be performed using the Texas Ethics Commission's electronic filing application listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to the City.

The City, in turn, will acknowledge a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

S. DISCLOSURE OF PENDING LITIGATION:

Each Bidder shall include in its response a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Bidder or in which the Bidder has been judged guilty.

T. DISPUTE RESOLUTION

If either the Vendor or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute (the "Notice"), then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the

parties fail to resolve the dispute through mediation within one hundred twenty (120) days of the Notice, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

U. EFFECTIVE DATE and TERM

This Bid shall be effective upon Acceptance and issuance of a City Purchase Order, and shall continue in effect until all obligations are performed in accordance with the terms and conditions herein.

V. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all standard terms and conditions and specific requirements will be complied with, without exception.

W. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of the party. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

X. FORMS

All Responses must be submitted on the form(s) as required by the City, and accompanied by all required attachments.

Y. FRAUD

Fraudulent statements by the Bidder on any bid or in any report or deliverable required to be submitted by the Vendor to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

Z. GRATUITIES

The City may, by written notice to the Vendor, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Vendor or any agent or representative of the Vendor to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Vendor as a result of the gratuities.

AA. INDEPENDENT CONTRACTOR

ITB No. 202146-SBCAs
Contract No. 21-0094-GC

Nothing in this bid is intended to be construed as creating an employer/employee relationship, a partnership or joint venture between the parties. The Vendor's services shall be those of an independent contractor. The Vendor agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Vendor shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

BB. INDEMNITY

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE GOODS OR SERVICES PROVIDED UNDER THE AGREEMENT.

CC. INFRINGEMENT

Vendor represents and warrants to the City that: (a) Vendor shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Vendor in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Vendor does not know of any basis for any such claims. Vendor shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Vendor's breach of any of the Vendor's representations or warranties stated in this Agreement. In the event of any such claim, the City shall immediately be notified of the claim and have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Vendor agrees that the City's specifications regarding the deliverables shall in no way diminish Vendor's warranties or obligations under this Paragraph.

DD. INSURANCE REQUIREMENTS

Upon request, Vendor shall provide a copy of its insurance policies to the City.

EE. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Bidder(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Bidder's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

FF. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

GG. INVALIDITY

The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

HH. LIABILITY

Vendor shall be liable for all damages incurred while in the performance of the Agreement. Vendor assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement or Purchase Order to the Vendor and the negligence of the Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

II. LIENS

Vendor shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all goods and equipment provided under this Agreement. At the City's request, the Vendor or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

JJ. LOCAL BUSINESS PRESENCE

The City seeks opportunities for businesses in the Georgetown City limits to participate on City contracts. Bidder shall specify if the Bidder or Subcontractor(s) proposed are local businesses in the City of Georgetown, Texas. Section 271.9051 of the Texas Local Government Code authorizes

a municipality in certain instances to consider a Bidder's location in the determination of a bid awarded if the lowest bid received is from a business outside the municipality and contracting with a local Bidder would provide the best combination of price and other economic benefits to the municipality. The City reserves the right to request a Bidder to complete a claim form and provide information and supporting documentation for review and consideration of local preference.

KK. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable or assignable_ either party.

LL. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Vendor shall be sent to the address specified in the Vendor's bid or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of Georgetown, Purchasing Office, PO Box 409, Georgetown, TX 78627 and marked to the attention of the Purchasing Manager.

MM. OVERCHARGES

Vendor hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

NN. PAYMENT TERMS

1. Tax Exempt Status:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Vendor will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to City of Georgetown, Accounts Payable, PO Box 409, Georgetown, TX 78627, or emailed directly to Accounts Payable at AP@georgetown.org and issued as required by the Purchase Order or Agreement. Each invoice must reference the unique Purchase Order number, and include the Vendor's complete name and remit to address. If applicable, transportation and delivery charges must be itemized on the each invoice. A copy of the bill of lading and the freight waybill must be submitted with the invoice if applicable.

3. Payments by Electronic Funds Transfer:

In an effort to expedite Vendor payments and improve efficiency by eliminating paper checks, the City of Georgetown's preferred method is to send payments electronically via Automated Clearing House (ACH). If you would like to receive payments electronically, you may request an ACH Form from Accounts Payable at AP@Georgetown.org

4. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after acceptance of goods, supplies, materials, equipment or the day of performance of services was completed, or the day of receipt of a correct invoice for goods, supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Vendor concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Vendor and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

5. Right To Audit:

The Vendor agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Vendor related to the performance under this Agreement. The Vendor shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Vendor are resolved, whichever is longer. The Vendor agrees to refund to the City any overpayments disclosed by any such audit.

6. Firm Pricing:

The price shall remain firm for the duration of the Agreement and resulting Purchase Order, or any extension periods. No separate line item charges shall be permitted for either bidding or invoice purposes, which shall include equipment rental, demurrage, fuel surcharges, delivery charges, and costs associated with obtaining permits or any other extraneous charges. Vendor further certifies that the prices in the bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

7. Price Warranty:

The Bidder warrants the prices quoted are not materially higher than the Bidders current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Vendor,

or otherwise recover, any amounts paid for items materially in excess of the Vendor's current prices on orders by others for like deliverables under similar terms of purchase.

OO. PERSONAL INTEREST

No officer, employee, independent consultant or elected official of the City who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. In the event a member of the governing body or an appointed board or commission of the City belongs to a cooperative association, the City may purchase equipment or supplies for the association only if no member of the governing body, board or commission will receive pecuniary benefit from the purchase, other than as reflected as in increase in dividends distributed generally to members of the association. Any violation of this provision with the knowledge, expressed or implied, by the Vendor shall render the Agreement voidable by the City. Nevertheless, the City may obtain the equipment or service if a conflict of interest affidavit is filed and the Council member recuses his/herself if allowed by law.

PP. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

QQ. PROHIBITED FIRMS

The City of Georgetown prohibits conducting business with Firms under the following conditions:

1. Bidders who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
2. Bidders contracting for goods and services that fail to provide written verification that Bidder does not currently boycott Israel and will not boycott Israel during the term of the agreement, unless otherwise excepted.
 - a. Bidder does not boycott Israel; and
 - b. Bidder will not boycott Israel during the term of the agreement.
3. Bidder that fail to certify that Bidder is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

RR. PROTEST PROCEDURES

1. Bidders are advised that protests of specifications, terms, conditions or any other aspect of this solicitation, must be made prior to the bid due date. Protest of specifications and solicitation terms and conditions made after the due date and time will not be considered by the Purchasing Agent.
2. Protest of award must be made immediately, and in no event later than five (5) days after the aggrieved party knows, or should have known, the facts giving rise thereto. All protests must include the following information:

- The name, address and telephone number of the protestor.
- The signature of the protestor or protestor's representative.
- The solicitation or contract number.
- A detailed statement of the legal and/or factual ground of the protest.
- The form of relief/result requested.

Protests shall be emailed or mailed to the Purchasing Department, P.O. Box 409, Georgetown, TX 78627, Attention: Purchasing Manager. Award will be made in the best interest of the City.

SS. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from disclosure under the Texas Public Information Act. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Bidders.

If a Bidder believes that a Response or parts of a Response are confidential, then the Bidder shall so specify. The Bidder shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Bidder believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

TT. REIMBURSEMENTS

There is no expressed or implied obligation for the City of Georgetown to reimburse responding firms for any expenses incurred in preparing bids in response to this Invitation to Bid and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

UU. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in City's best interest.

VV. RESPONSES BECOME PROPERTY OF THE CITY:

Submissions received in response to a Solicitation become the sole property of the City.

WW. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Vendor to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

XX. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

YY. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

ZZ. TAX EXEMPT

Bidders bid prices must be net, exclusive of taxes. The City is exempt from State Retail Tax and Federal Excise Tax.

AAA. VENDOR'S OBLIGATION:

Vendor shall fully and timely provide all deliverables described in this Solicitation, Vendor's bid must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

BBB. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, VTCA, *Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in Georgetown, Texas, and the venue for any action related to this Agreement shall be Georgetown, Texas. All issues arising from this Agreement shall be resolved in the courts of Williamson County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

CCC. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Vendor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

DDD. WITHDRAWAL by CITY

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all bids received as a result of this ITB.
- Waive or decline to waive any informality and any irregularities in any bid or responses received.

- Withhold the award of contract(s).
- Select Bidder(s) that provide the best value to the City.
- Terminate the RFP process.

EEE. WITHDRAWAL by BIDDER

Bidder may request withdrawal of a sealed Bid *prior to the scheduled opening time*, provided the request for withdrawal is submitted to the City in writing.

SPECIAL TERMS AND CONDITIONS

A. TERM OF AGREEMENT

1. Original Term:

The initial term of the agreement shall become effective from date of acceptance and approval by the City of Georgetown. and shall remain in full force and effect with firm fixed prices for one year.

2. Renewal Term:

Upon completion of the term of the original agreement and upon mutual agreement of both parties, the original agreement may be renewed for up to three (3) additional one (1) year periods. The renewal will be under the same terms and conditions as the original agreement; provided, however, that the unit prices proposed under the original agreement may, by mutual consent, be increased pursuant to any escalation/de-escalation provisions provided herein. In the event a new agreement cannot be executed at the anniversary date of the original term or any renewal term, the agreement may be renewed month-to-month until a new agreement is executed.

B. ESCALATION/DE-ESCALATION

The unit prices of all items purchased under an estimated annual requirements contract is firm for the first annual period of the contract. If the option to renew for additional one-year term(s) is exercised by the City, the City may allow a unit price adjustment at the time of renewal. The Vendor may request unit price adjustments when correlated with the Consumer Price Index specified herein. The price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, DC 20212. The baseline index shall be the index announced for the month in which Bid opened. Unit prices may be adjusted for each renewal period in accordance with the changes in the index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised (or the most current month published by the Bureau of Labor Statistics) and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and the maximum unit price adjustments permitted will be no more than five (5) % increase per renewal period; however, the City reserves the right to limit the unit price increases at any renewal period. The Vendor may offer price decreases in excess of the allowable percent change.

Vendor(s) are required to give a thirty (30) day written notice requesting the increase. Increases will be effective on the start date of the renewal term.

C. ACCEPTANCE/INSPECTION/REPAIRS

All units must have a flow test performed on site and any repairs done must pass the NFPA 1982 requirements set forth by the Texas Commission on Fire Protection before acceptance. Bidder must provide a fixed not-to exceed hourly rate and trip fee for providing services in the bid response.

Acceptance inspection should not take more than five (5) working days. The awarded Bidder will be notified attawithin the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the City shall have the right to contract with another vendor to perform the work and Vendor hereby waives any right to payment or compensation for the unaccepted work.

D. PERFORMANCE REVIEW

The City reserves the right to review the awarded Bidders' performance anytime during the contract term.

SPECIFICATIONS

A. PURPOSE

The purpose of this contract is to provide Self-Contained Breathing Apparatus's and related accessories. Quantities provided on the bid form are annual estimates only and not a guarantee of purchase. The City will purchase items as necessary from this list throughout the year. Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City of Georgetown. Pricing must include delivery to City. Pricing submitted must be firm for one year from the date of the bid submittal.

B. BACKGROUND

Georgetown Fire department currently uses Scott safety NFPA 2007 and 2013 editions air-pak 75 self-contained breathing apparatus and accessories, all Scott safety replacement parts for these items, Scott safety rit-pak and accessories, Scott safety SEMS personal accountability system and accessories and on-site flow testing and hydrostatic testing services.

C. GENERAL PROVISIONS

- 1. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARD 1981, 2018 EDITION AND STANDARD 1982, 2018 EDITION.**

- 1.1. NFPA STANDARD 1981.** This edition of NFPA Standard 1981, Standard on Open-Circuit Self-Contained Breathing Apparatus (SCBA) for Emergency Services, was prepared by the NFPA Technical Committee on Respiratory Protection Equipment and released by the NFPA Technical Correlating Committee on Fire and Emergency Services Protective Clothing and Equipment. It was issued by the NFPA Standards Council on August 14, 2018, with an effective date of September 03, 2018, and supersedes all previous editions.

The 2018 edition of the NFPA 1981 Standard (the eighth edition) represents a revision of the standard. The published changes to NFPA 1981 are revisions to Second Stage Regulator Retention & Removal, Pneumatic Data-logging, and Universal EBSS Fitting & Minimum Requirements.

- 1.2. NFPA STANDARD 1982.** This edition of NFPA Standard 1982, Standard on Personal Alert Safety Systems (PASS), was prepared by the NFPA Technical Committee on Electronic Safety Equipment and released by the NFPA Technical Correlating Committee on Fire and Emergency Services Protective Clothing and Equipment. It was issued by the NFPA Standards Council on November 10, 2017, with an effective date of November 30, 2017, and supersedes all previous editions.

The 2018 edition has published changes to the Universal PASS Tone. In December 2016, a Tentative Interim Amendment (TIA) was issued requiring all manufacturers of PASS devices to change the alarm tone as required in the NFPA 1982, 2013 Edition standard for PASS devices manufactured on December 21, 2016. This change was a result of firefighters expressing concerns about the performance and selection of the PASS tone chosen in the first iteration of the NFPA 1982, 2013 Edition standard. The new universal PASS alarm tone is incorporated as part of the NFPA 1982, 2018 Edition standard.

- 2. NFPA COMPLIANT PRODUCT(S)** All clothing and equipment specified shall be certified to the applicable NFPA Standard referenced in these Specifications, including any updated and revised standards.
- 3. WARRANTY** The Contractor warrants and guarantees each product against any defects in materials, design and workmanship. The warranty and/or guarantee shall begin on the date the product is placed into service by the City and shall continue through the manufacturer's standard warranty period. Warranty must include a one [1] year parts and service agreement. All warranty work must be completed at our facility. Any item ordered which is found to be defective and/or unsatisfactory shall be returned immediately to the Contractor, freight collect, and a replacement item shall be sent to the City within a specified time as solely determined by the City. All warranty work must be completed at our facility.

- 4. DELIVERY** Delivery under this Contract shall be Freight-On-Board (“FOB”) Destination. Orders issued under this Contract shall be delivered to Georgetown Municipal Complex located at 300-1 Industrial Ave, Georgetown TX 78626 within ninety (90) days after receipt of the order(s) unless otherwise specified. There may be instances when the Contractor may be asked to accelerate delivery of the order(s). Additional cost should be provided in the Bid Table questions section. In the event the Contractor is unable to meet the original delivery date(s), the City shall be contacted immediately, prior to the date due, and seek an extension of delivery time. Failure to comply with the delivery terms may be legal grounds for cancelling any order(s), and potentially including cancellation of the entire Contract.

5. TRADE-IN VALUE

The Georgetown Fire Department has a current inventory of sixty-six [66] SCOTT Air-Pak 75 4500 SCBA, three [3] SCOTT Rit Pak, [160] SCOTT SCBA cylinders and approximately [150] SCOTT AV-3000 heat treated [HT] masks that are compliant with NFPA 1981/1982, 2007 Standard. All units and cylinders are in good shape and as part of the Bid, Contractor shall provide a trade-in value for these units as part of the bid response. All units have recently been flow tested and repaired as needed in compliance of NFPA/TCFP requirements.

D. SPECIFICATIONS

Under the term of the contract, additional units would be anticipated but would be purchased on an as-needed basis. The Department anticipates proceeding with additional stations and including new Apparatus into the existing fleet inventory during the contract performance period. Replacement parts for these items would be purchased throughout the term of the Contract on an as-needed basis.

2. SCOTT SAFETY NFPA 2018 EDITION AIR-PAK X3 PRO AND ACCESSORIES.

- 2.1 PRODUCT LABEL REQUIREMENTS.** In addition to the NIOSH certification label, each SCBA shall have an SCBA product label, which shall be permanently and conspicuously attached to the SCBA.

Multiple label pieces shall be permitted in order to carry all statements and information required to be on the SCBA product label; however, all label pieces of the product label shall be located adjacent to each other.

The certification organization’s label, symbol, or identifying mark shall be attached to both the NIOSH certification label and the SCBA product label or be part of the product labels and shall be placed in a conspicuous location. All letters shall be at least 2.5 mm (3/32 in.) in height, and the label, symbol, or identifying mark shall be at least 6 mm (15/64 in.) in height.

All worded portions of both required product labels shall be at least in English.

Symbols and other pictorial graphic representations shall be permitted to be used to supplement worded statements on the product label(s).

The SCBA product label shall bear the following compliance statement legibly printed, and all letters and numbers shall be at least 2 mm in height:

**“THIS SCBA MEETS THE REQUIREMENTS OF NFPA 1981, STANDARD ON OPEN-CIRCUIT SELF-CONTAINED BREATHING APPARATUS (SCBA) FOR EMERGENCY SERVICES, 2018 EDITION.
DO NOT REMOVE THIS LABEL.”**

SCBA components, as listed on the NIOSH certification labels, shall be marked directly on the component with the lot number, the serial number, or the year and month of manufacture.

The Georgetown Fire Department anticipates the annual purchase of the following units:

2.2. SCOTT SAFETY AIR PAK X3 PRO

2.2.1 Part No. X8915026305A04 Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 5.5, Standard, E-Z Flo C5 Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS, SEMS II Pro, 2 SCBA Per Box (Black), NFPA 2018 compliant, NIOSH certified.

2.2.2 All Scott Safety replacement parts for the items listed above.

2.3 SCOTT SAFETY CYLINDERS

2.3.1 Part No. 200970-01 Carbon Cylinder and Valve Assembly. Additional Cylinder specifications are below:

Description		Duration	Capacity			Dimensions			Weight	
Part No.	Pressure PSI	Minutes (at 40 lpm)	Liters	SCF	H2O [in3]	Length in inches [less vave]	Length in inches [with valve]	Diamter in inches	With Valve [empty]	With Valve [full]
200970-01	45/5500	45	1841	65	418	20.4	23.5	6.3	9.75	14.61

2.3.2 All Scott Safety replacement parts for the items listed bove.

2.4 SCOTT SAFETY VISION C5 FACEPIECE with 5-point Kevlar® head harness with four adjustment straps

2.4.1 Scott Vision C5 Facepiece, Small. [FPISK]

2.4.2 Scott Vision C5 Facepiece, Medium. [FPIMK]

2.4.3 Scott Vision C5 Facepiece, Large. [FPILK]

2.4.4 All Scott Safety replacement parts for the items listed above.

3. SCOTT SAFETY RIT PAK III

3.1 Part No. 200954-35 Scott RIT Pak III Additional RIT Pak specifications are below:

Part No.	Pressure PSI	RIT-PAK III Carrying Bag	Shoulder Strap	6' EBSS Hose	5"RIC Hose	RIT-PAK III Facepiece	EZ-Flo Regulator
200954-35	5500	X	X	X	X	X	X

"X" signifies that this item shall be included in all orders for the product.

3.2 Part No. [200972-01] Cylinder and Valve, CGA Carbon, 60/5500. Additional Cylinder specification are below:

Description		Duration
Part No.	Pressure PSI	Minutes (at 40 lpm)
200972-01	5500	60

3.3. All Scott Safety replacement parts for the items listed above

4. Scott connect monitor, pro edition add on

4.1 SEMS II, USB gateway

4.2 Scott Connect Monitor base Command Install

4.3 All Scott Safety replacement parts for the items listed above.

5. ADDITIONAL ITEMS

5.1 Part No. [201650-05] E-Z Flo C5 Regulator, Quick Disconnect, Rectus

5.2 Part No. [200388-01] Tool Adaptor

5.3 Part No. [201729-01] Universal Emergency Breathing Safety System (UEBSS) checked adapter assembly, Ex

5.4 Part No. [201667-02] Spare harness kit for X3 PRO, Parachute Buckles , UEBSS

6. SCOTT SAFETY SEMS II PERSONNEL ACCOUNTABILITY SYSTEM (PASS).

6.1 PRODUCT LABELING REQUIREMENTS. Each PASS shall have a product label(s) permanently and conspicuously attached. In all cases, the PASS shall bear at least one (1) product label with the marking requirements specified in NFPA Standard 1982.

Whereas various components of PASS are not mounted or contained in a single location, case, or enclosure, additional product labels shall be permanently and conspicuously attached to major dispersed components.

The text of the product labels for dispersed PASS components shall be permitted to be limited to the marking requirements specified in NFPA Standard 1982.

Multiple label pieces shall be permitted in order to carry all statements and information required to be on the product label.

All worded portions of the required product label(s) shall be printed in at least English.

Symbols and other pictorial graphic representations shall be permitted to be used to supplement worded statements on the product label(s).

EVALUATION AND AWARD OF CONTRACT

The City has attempted to provide a comprehensive statement of requirements through this ITB for the work contemplated. Written bids must present Bidder's qualifications and understanding of the work to be performed. Bidders are asked to address each evaluation criteria and to be specific in presenting their qualifications. Bids must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested services.

By submission of a bid, Bidder acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this ITB. Further, Bidders acknowledge that subjective judgements must be made by the City during this process.

The evaluation process may include, but is not limited to the following steps. Steps may be omitted or reordered depending on the proposal evaluation requirements. For example, Best and Final Offers may be required prior to Interviews and/or Presentations.

A. BEST VALUE EVALUATION

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this ITB.

1. The purchase price, including payment discount terms;
2. The reputation of the bidder and of the bidder's goods or services;
3. The quality of the bidder's goods or services;
4. The extent to which the goods or services meet the City's needs;
5. The firm's past relationship with the City;
6. The total long-term cost to the City to acquire the firm's goods or services; and
7. Any relevant criteria specifically listed in the solicitation

Although the cost of products to be provided is an essential part of the Bid, the City is not obligated to award a contract on the sole basis of cost. Evaluations for cost will be based on a comprehensive review of the entire bid to ensure that bid pricing aligns with the commodities to be purchased

B. EVALUATION FACTORS

- Price – [60%]
- Trade-In Value – [20%]
- Delivery Time [10%]
- References and/or Past Performance with the City [10%]

QUOTATION

A. QUOTATION

Bidders must submit pricing through the City's E-Bid system to be considered responsive.

B. REFERENCES

Bidder must include a minimum of three (3) references for projects similar in size and scope. Use Attachment A to complete the references.

C. UNIT PRICES

Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The City reserves the right to award by item or by extended totals. If there are discrepancies between unit prices and extension, the unit price will prevail.

D. VALIDITY OF PRICING

Pricing will be considered firm for acceptance for a minimum of 90 days after the due date unless otherwise specified in the Solicitation. The validity period may be extended beyond that date on agreement of parties.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HEAT Safety Equipment, LLC
Von Ormy, TX United States

Certificate Number:
2021-762934

Date Filed:
06/07/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Georgetown

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202146
Self Contained Breathing Apparatus

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jimmie-John Durani, and my date of birth is 5/7/72.

My address is 1080 PR 3599 (street), Big Bear (city), Tx (state), 78005 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 7 day of June, 20 21.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Bidder, and that the contents of this Bid have not been communicated to any other Bidder prior to the official opening. Further, Bidder certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. .

Signed By: [Signature] Title: Manager

Typed Name: Jimmie-John Durant Company Name: Heat Safety Equipment LLC

Phone No.: 210-624-2320 Fax No.: N/A

Email: jimmie-johncheatsafetyequipment.com

Bid Address: 5465 Curran Rd Von Ormy TX 78073
P.O. Box or Street City State Zip

Order Address: 5465 Curran Rd Von Ormy TX 78073
P.O. Box or Street City State Zip

Remit Address: 5465 Curran Rd Von Ormy TX 78073
P.O. Box or Street City State Zip

Federal Tax ID No.: 26-4479200

DUNS No.: 95-942-6610 Date: 6-07-2021

FOR CITY USE ONLY

Approved By: _____ Date: _____
City Attorney, City of Georgetown

Approved By: _____ Date: _____
Mayor, City of Georgetown

Attested By: _____ Date: _____
City Secretary, City of Georgetown

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

The undersigned acknowledges that if Firm is a "Company", as that term is defined in Texas Government Code Section 808.001 and is not a sole proprietorship, then Firm certifies that it: (a) does not boycott Israel currently and will not boycott Israel during the term of this agreement; or (b) meets the requirements of an exception listed below.

This form is required to be attached to contracts for goods and services between the City and a Company with 10 or more full-time employees, when the contract has a value of \$100,000 or more that is paid wholly or partly from City funds.

For purposes of this form, the terms "Company" and "boycott Israel" have the meanings assigned by Texas Government Code Section 808.001, except that Texas Government Code Section 2271.001(2) excludes sole proprietorships from this definition of "Company".

Signed By: [Signature] Title: Manager

Typed Name: Jimmi-John Duran Company Name: HEAT Safety Equipment LLC

Date: 6/7/21

COMPLETE THIS SECTION ONLY IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE WRITTEN CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW.

Firm is not required to provide the certification listed above because:

() My Firm is not a for-profit "Company" as defined above, pursuant to Texas Government Code Sections 808.001 and 2271.001(2).

☒ My Firm has less than 10 full-time employees.

() This is not a contract for goods and services to be provided to the City.

ATTACHMENT A
BIDDERS REFERENCES SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKAGE:

SOLICITATION NUMBER: 202146

BIDDER'S NAME Heat Safety Equipment LLC DATE: 6-07-2021

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Georgetown references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Laredo Fire Department
Name of Contact Chris Hughes
Title of Contact Deputy Fire Chief
E-Mail Address chughescci.laredo.tx.us
Present Address 616 E Del Mar Blvd
City, State Zip Code Laredo Texas 78045
Telephone Number (956) 286-3856 Fax Number: ()

2. Company's Name Bexar-Bulverde Fire Department
Name of Contact Dustin Beaudoin
Title of Contact BBVFD Patch Deputy Chief
E-Mail Address Dustin.Beaudoin@bbbulvfd.org
Present Address 23103 Bulverde Rd
City, State Zip Code San Antonio TX 78259
Telephone Number (830) 515-3481 Fax Number: ()

3. Company's Name Abilene Fire Department
Name of Contact Michael Burden
Title of Contact Emergency Services Deputy Chief
E-Mail Address michael.burden@abilenetx.gov
Present Address 250 Grape Street
City, State Zip Code Abilene Tx 79601-5607
Telephone Number (325) 437-4540 Fax Number: ()



202146 Addendum 2 Heat Safety Equipment LLC Supplier Response

Event Information

Number: 202146 Addendum 2
Title: Self-Contained Breathing Apparatus
Type: Invitation to Bid
Issue Date: 5/28/2021
Deadline: 6/16/2021 02:00 PM (CT)
Notes: **The City of Georgetown is accepted sealed bids for Self-Contained Breathing Apparatus's and related accessories.**

Bids must be **electronically submitted** through the City E-bid system accessible via City's web site at <https://gtowntx.ionwave.net/Login.aspx> on or before **June 16, 2021 at 2:00 PM** and immediately thereafter publicly opened and read aloud.

Questions regarding use of the E-Bid System may be directed by email to: nicole.abrego@georgetown.org

The public bid opening will be held virtually. This is accessible using the link and call in information provided below:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 512-672-8405](tel:+15126728405), [190728188#](tel:+190728188) United States, Austin

Phone Conference ID: 190 728 188#

Contact Information

Contact: Nicole Abrego Buyer

Address: Purchasing

GMC

300-1 Industrial Avenue

Georgetown, TX 78626

Phone: (512) 930-8454

Fax: (512) 930-9027

Email: nicole.abrego@georgetown.org



6/22/18

To Whom it may concern:

This is a letter confirming that Heat Safety Equipment, out of Von Ormy, TX, is an authorized 3M- Scott Fire & Safety distribution partner as well as an authorized service center. For any questions please do not hesitate to contact me.

Best Regards,

Scriven Hoefs

Fire & SCBA Specialist- South & West Texas
Shoefs@mmm.com
830.214.5229

Heat Safety Equipment LLC Information

Contact: Jimmie-John Durant
Address: Heat Safety Equipment LLC
5465 Curran Rd
Von Ormy, TX 78073
Phone: (210) 624-2320
Email: Jimmie-John@heatsafetyequipment.com
Web Address: www.heatsafetyequipment.com

The Bidder/Proposer affirms that they are duly authorized to submit this Bid/Proposal, that this Bid/Proposal has not been prepared in collusion with any other Bidder/Proposer, and that the contents of this Bid/Proposal have not been communicated to any other Bidder/Proposer prior to the official opening. Further, Bidder/Proposer certifies that it: i) does not boycott Israel; ii) will not boycott Israel during the term of the Agreement; and iii) is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Jimmie-John Durant

Signature

Submitted at 6/14/2021 11:58:55 AM

jimmie-john@heatsafetyequipment.com

Email

Response Attachments

BIDDERS REFERENCE SHEET 6-7-2021.pdf

Reference sheet

CERTIFICATE OF INTERESTED PARTIES 6-7-2021.pdf

form 1295

CERTIFICATION AND ACKNOWLEDGEMENT 6-7-2021.pdf

certification and acknowledgement

TX CODE CHAPTER 2270.pdf

chapter 2270 certification

Heat Safety- Letter recognizing Authorized Svc Center & Dist.docx

Scott authorized distributor and service center letter

Bid Attributes

1 Certification and Acknowledgement

I have acknowledged the Certification and Acknowledgement form included in this solicitation.

☒ I agree. (I agree.)

2 Certification Required by TGC 2270

I have acknowledged the Certification Required by Texas Government Code 2270 form included in this solicitation.

☒ I agree. (I agree.)

3 References

I have included Attachment B - References with my bid response.

☒ I agree. (I agree.)

Bid Lines

1	Scott Safety Air Pack X3 Pro with snap-change parachute buckles and accessories	Quantity: <u>80</u> UOM: <u>EA</u>	Price: <u>\$6,309.82</u>	Total: <u>\$504,785.60</u>
2	Scott Vision C5 Facepiece, Sizes to be determined	Quantity: <u>160</u> UOM: <u>EA</u>	Price: <u>\$274.34</u>	Total: <u>\$43,894.40</u>
3	Carbon Cylinder and Valve Assembly 45/5500	Quantity: <u>160</u> UOM: <u>EA</u>	Price: <u>\$566.23</u>	Total: <u>\$90,596.80</u>
	Supplier Notes: Georgetown is getting 80 of the cylinders for free so cost associated with the bid is actually half price to reflect the free quantity. Price for additional cylinders after bid quantity of 160 is met will be per cylinder purchased at 2 x bid price(1132.45 each)special pricing is being given by 3m Scott purchase of 80 scbas with 80 cylinders bought and given 80 cylinders for free.			
4	C5 Scott RIT Pak III	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <u>\$2,963.67</u>	Total: <u>\$8,891.01</u>
5	Cylinder and Valve, CGA Carbon, 60/5500	Quantity: <u>3</u> UOM: <u>EA</u>	Price: <u>\$1,256.86</u>	Total: <u>\$3,770.58</u>
6	Scott Connect Monitor Base Command Install	Quantity: <u>1</u> UOM: <u>EA</u>	Price: <u>\$0.00</u>	Total: <u>\$0.00</u>
7	Scott Connect Monitor Pro Edition add on	Quantity: <u>1</u> UOM: <u>EA</u>	Price: <u>\$0.00</u>	Total: <u>\$0.00</u>
8	SEMS II Mesh Gateway with USB Base Station	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$1,537.25</u>	Total: <u>\$3,074.50</u>
9	E-Z Flo C5 Regulator Quick Disconnect, Rectus	Quantity: <u>80</u> UOM: <u>EA</u>	Price: <u>\$1,415.64</u>	Total: <u>\$113,251.20</u>
10	Tool Adapter	Quantity: <u>1</u> UOM: <u>EA</u>	Price: <u>\$488.63</u>	Total: <u>\$488.63</u>
11	Universal Emergency Breathing Safety System (UEBSS)checked adapter assembly, Ex	Quantity: <u>1</u> UOM: <u>EA</u>	Price: <u>\$273.48</u>	Total: <u>\$273.48</u>
12	Sparn Harness Kit, X3 Pro Para UEBSS	Quantity: <u>50</u> UOM: <u>EA</u>	Price: <u>\$688.45</u>	Total: <u>\$34,422.50</u>
13	PERCENT OFF ALL SAFETY REPLACEMENT PARTS FOR LINE ITEMS 1-10	Quantity: <u>1</u> UOM: <u>EA</u>		Total: <u>25%</u>
	Supplier Notes: All covered warranty items will be no charge			
14	TRADE IN VALUE - SCOTT Air-Pak 75 4500	Quantity: <u>66</u> UOM: <u>EA</u>	Price: <u>\$-250.00</u>	Total: <u>\$-16,500.00</u>
	Item Notes: Please provide a trade-in value			

15	TRADE IN VALUE - SCOTT Rit Pak Quantity: <u> 3 </u> UOM: <u> EA </u> Price: \$-150.00 Total: \$-450.00 Item Notes: Please provide a trade-in value
16	TRADE IN VALUE - SCOTT SCBA Cylinders Quantity: <u> 125 </u> UOM: <u> EA </u> Price: \$-50.00 Total: \$-6,250.00 Manufacturer: Please provide a trade-in value
17	TRADE IN VALUE - SCOTT AV-3000 Heat Treated Masks Quantity: <u> 150 </u> UOM: <u> EA </u> Price: \$-25.00 Total: \$-3,750.00 Manufacturer: Please provide a trade-in value
18	DELIVERY COST FOR RUSH ORDERS Price: \$0.00 Total: \$0.00
19	FIXED NOT-TO-EXCEED HOURLY RATE FOR FLOW TESTING Price: \$0.00 Total: \$0.00 Supplier Notes: No charge for initial delivery flow test required by NFPA 1982
20	FIXED NOT-TO-EXCEED TRIP FEE FOR FLOW TESTING Price: \$0.00 Total: \$0.00 Supplier Notes: No charge for initial trip for flow test required by NFPA 1982

Response Total: \$776,498.70