

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

Rev 1

Previous Contract/Project No.

Emergency ☐

BW ☐

SS ☐

CO ☐

OTR ☐

New contract ☐

Re-Bid ☐ XX ☐ Other (Accessing Contract)

LIVING WAGE APPLIES: YES XX NO

TERM OF CONTRACT: 3 year(s) with no options-to-renew

Requisition/Project Title: Emergency Preparedness and Safety Equipment

Description: To obtain access to Fisher Scientific Products

User Department(s): MDR, PWSWM, RER, WASD, ME

Issuing Department: ISD/PM Contact Person: KRISTINA GUILLEN Phone: (305)375-3248

Estimated Cost: 497,168.43 Funding Source: General Funds/ Federal Grant REVENUE GENERATING: No.

ANALYSIS

Commodity/Service No: 990-42 SIC: Trade/Commodity/Service Opportunities

Contract/Project History of Previous Purchases For Previous Three (3) Years	Check Here XX if this is a New Contract/Purchase with no Previous History
EXISTING	2 ND YEAR
	3 RD YEAR

Contractor:	
Small Business Enterprise:	
Contract Value:	
Comments:	

Continued on another page (s): Yes No

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Kristina Guillen

Date to SBD: 9/13/2012

Date Returned to DPM:

RECEIVED
DEPT. BUSINESS DEV.

2012 SEP 13 PM 5:47



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

INVITATION TO SUBMIT COMPETITIVE: ☐ BIDS ☒ PROPOSALS	
INVITATION NO.: EP11-11	ISSUE DATE: Jun 9, 2011
CATEGORY: Emergency Preparedness & Safety Equipment	

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein. These products/services may be purchased by any of more than 5,400 member local governments, districts, agencies in 44 states across the nation. Responses must be submitted in an original and one (1) copy, and shall be subject to the terms, conditions, requirements and specifications detailed in the documents comprising this Invitation. Responses are scheduled to be opened publicly at H-GAC offices on the date indicated. For Bid Invitations, responses will be available for public review until 4:00 p.m. CT that day, and on subsequent days by appointment only. Any Responses submitted later than 1:00 p.m. on the due date will be returned unopened to the bidder/proposer.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	Apr 7, 2011
PRE-BID/PROPOSAL CONFERENCE:	May 11, 2011 @ 9:00 a.m. CT; Conference Room B
FINAL SPECIFICATION / INVITATION:	Jun 9, 2011
BID/PROPOSAL RESPONSES DUE:	Jul 7, 2011 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	Jul 7, 2011 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	Sep 20, 2011
CONTRACT START DATE & TERM:	Nov 1, 2011 thru Oct 31, 2014
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance 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 & Specifications (Final)
- SECTION C - HGACBuy FORMS (Final)
- SECTION D - Pro-Forma (Sample) Contract

This procurement conforms to government requirements for Competitive Procurement.

LABELING OF SEALED RESPONSE PACKAGE

IMPORTANT:

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

H-GAC Cooperative Purchasing Scaled Bid/Proposal No. <u>EP11-11</u> DO NOT OPEN IN MAIL ROOM
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Responses by E-mail or FAX will not be acceptable. Hard copies, as described herein, plus appropriate electronic media are required.

NOTICE REGARDING NATIONWIDE SALES POTENTIAL

HGACBuy 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 corporate 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 HGACBuy is being used not only in the State of Texas, but **NATIONWIDE**. This means that HGACBuy 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 the associated staff time and taxpayer dollars. We believe an HGACBuy 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 HGACBuy staff member listed on the cover of this Invitation for additional information.

INVITATION NO. EP11-11
DESCRIPTION: Emergency Preparedness & Safety Equipment

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1. INTRODUCTION

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

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

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

Definitions and Abbreviations:

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

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

Approved. Acceptable to the "authority having jurisdiction."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Must. A term indicating a mandatory requirement.

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

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

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

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

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

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

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

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

Quotation. See "Contract Pricing Worksheet".

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

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

Shall. A term indicating a mandatory requirement or action.

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

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

Acronyms:

ANSI = American National Standards Institute

ASTM = American Society for Testing and Materials

ASME = American Society of Mechanical Engineers

CFR = U.S. Code of Federal Regulations

DOJ = U.S. Department of Justice

DOT = U.S. Department of Transportation

- 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.
- 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.
- 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.

5. BASIC REQUIREMENTS & CONDITIONS

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

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.

B. Multiple Respondents Acting Jointly:

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.

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

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:

4. STRUCTURE OF RESPONSE

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 in written form.

3. NON-BINDING ORAL COMMENTS

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

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 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. Responses which are 'qualified' with conditional clauses or alterations or of 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.

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.

13. NON-RESIDENT RECIPROCAL SALES ACT

- 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.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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.

Licensing & Permits

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

Insurance Coverages

- 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.

Debarment and Suspension Status

- 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, or not to any family member of any such person.

No Financial Interest or Other Conflict

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.

Non-Biased Specifications

- a. 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.

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 Bidders' 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 the 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. **Officer** 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**

- 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 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.
- 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.

45. PRICE CHANGES

- 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.

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**.

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, or 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

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

Expedited Resolution

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.

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

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 Manager by certified mail which identifies the following:

Procedure

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

51. LEGAL & CONTRACTUAL REMEDIES

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an H-GAC vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar, or may be held in H-GAC's offices as may be determined by H-GAC and Contractor to be the most efficient and effective form of delivery.

50. CONTRACTOR ORIENTATION/TRAINING

All H-GAC **Contractors**, as a condition of contract, will be required to work with H-GAC and its 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.

Functions

- Contract information
- Procurement schedules
- Response requirements & specifications
- Product and option item catalog listings
- **End User & Contractor** information
- Shipping/Delivery notices
- Invoice generation
- Payment remittances, etc.

Information Items

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:

49. IMPLEMENTATION OF INTERNET BASED E-COMMERCE

- 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.

- 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.
- **End User** Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

End of Section A
GENERAL TERMS & CONDITIONS

- 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.

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.

RESOLUTION OF CONTRACT DISPUTES

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.

Appeals

If the Procurement Officer or Departmental Manager is not successful in resolving the allegations, the complainant 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.

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.

SECTION B: PRODUCT SPECIFIC REQUIREMENTS
for
EMERGENCY PREPAREDNESS & SAFETY EQUIPMENT

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1. PURPOSE & SCOPE
- a. Members of H-GAC's Cooperative Purchasing Program have need of a wide variety of "Emergency Preparedness" safety and environmental equipment and supplies, and may choose to buy them thru the Program. Pursuant to this Invitation, H-GAC intends to execute a blanket contract for a period of three years thru which Members will be able to purchase the majority of their needs easily and at best pricing. In that regard, Offeror must offer a comprehensive catalog, or catalogs, of emergency preparedness and safety equipment, and the ability to effectively sell and service such equipment.
- b. The Response may "partnered" by several suppliers in order to offer a comprehensive catalog(s). If partnering, a single combined response should be offered, but should include a separate Form A signed by each of the parties. If the Response is successful, H-GAC may offer a separate contract to each party or to one, as the partners may desire.
- c. Any specific items that are currently supplied through another H-GAC contract (e.g. certain specific rescue tools, detection, defibrillators, SCBA and other equipment) shall not be considered to be included in this Invitation and are specifically excluded from any subsequent contract based on this Invitation. Further, H-GAC may elect to directly contract for certain items in the future, at which time they would also be excluded from any existing contract entered into pursuant to this Invitation.
2. CONFLICTS WITH SECTION A
- Where instructions regarding the submission of a Response and the use of FORMS in this Section B conflict with those in Section A, Section B shall govern.
3. SAFETY & ENVIRONMENTAL REGULATIONS
- All products offered pursuant to this Invitation must be manufactured, labeled, packaged and shipped in accordance with applicable federal, state and local regulations, laws and standards.
4. WARRANTIES
- All products sold must, at a minimum, carry the manufacturer's standard warranties. Contractor will use its best efforts to help End Users with and warranty claim

5. MANUALS

All products sold must be delivered with all necessary and/or normally supplied instruction manuals, parts lists, and any other documentation required to instruct buyer as to the safe and proper use of the item.

6. REPLACEMENT PARTS

Contractor shall be prepared to offer common replacement parts and/or service at the prevailing rates available for factory and/or manufacturer authorized distributors. Replacement and repair parts must be of equal or better quality and performance than that of the original unit's component.

7. MOTOR VEHICLES

Contractor is not authorized to sell motor vehicles or conversions in the State of Texas unless Contractor is a licensed Texas Motor Vehicle Dealer for the make of motor vehicle sold or a licensed Converter. A copy of the valid TxMVD Dealer's License or Converter's License must be submitted with the Response. Contractor may sell motor vehicles to End Users in other states, but is solely responsible for insuring compliance with any applicable state and/or local laws and regulations.

8. H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS:

As described in **Section-A**, for each purchase order under an awarded contract, H-GAC will invoice contractors directly for the 1.5% H-GAC purchase order processing charge on the total value of each order placed with a contractor through the Program. It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Unit and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

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 product(s) received and accepted.
- h) Contractor remits Order Processing Charge to H-GAC.

9. PROPOSAL RESPONSES

The following information must be provided in the Response, under a separate tab for each lettered subheading (i.e. Tab A, B etc.)

Tab A – H-GAC Forms

H-GAC Forms A, B, C completed as required both in hard copy and electronic format.

Tab B – Internet Commerce Capability

H-GAC desires that End Users have the capability to easily purchase products using the Internet. In that regard, Contractor must provide a website that will give an End User access to the products on the H-GAC contract and

applicable net pricing, allowing them to register and place orders. Offeror shall describe its internet capability in the response.

Contractor must also have the capability to process paper purchase orders handled in accordance with H-GAC's standard procedures as detailed in Item #8 (Procurement Process).

For internet activity, Contractor will furnish monthly a detailed report of all purchases made thru the Program during the period. The report will include the date of purchase, buyer name, total purchase amount and H-GAC administrative fee collected. The report will be furnished within 30 days following the end of the reporting period. Contractor will remit payment of the administrative fee with the report.

Tab C – Products & Pricing on Form D

On Form D, Offeror shall list the name of its catalog(s) offered, and enumerate price discount(s) which will apply to all offered catalog items. Discounts will be shown as a percentage as it relates to list/cost. Offeror shall submit its standard published price catalog(s) containing all products that will be offered for sale thru the Program. Proposer must provide an electronic copy of all catalogs bid. Catalogs bid at 0 (zero) percent discount from list/retail price may be deemed non-compliant.

Form E is included in the bid package to allow pricing of those options that are not included in a particular catalog (e.g. distributor's services, extended warranties, and options sold by distributor that are not found on a particular catalog listed herein).

- Catalog description provided on Form D must have an identifier (name/manufacturer, year, catalog no., effective dates etc.).
- Bid pricing shall be exclusive of freight charges, which will be addressed at the time of each individual sale, as a P/O line item, specific to the individual end user. Freight Charges should be quoted on Form E.

Tab D – Sufficiency/Breadth of Manufacturers Represented

- Depth/number of manufacturer catalogs priced.

Tab E – Geographic Areas Serve and Marketing

- H-GAC is a nationwide program. Describe your Geographic Coverage so H-GAC may evaluate your ability to meet the needs of End Users from all areas of Texas, and the United States. If you are only interested in the Houston-Galveston region, so state this in your proposal response.
- **Marketing the Program:** Explain how you will market the HGACBuy program to current and potential members. Contractors are allowed to use the HGACBuy logo on brochures and other printed literature as well as websites and trade shows. (Following prior review and approval by H-GAC.)

Tab F – Shipping, handling and returns policies and procedures

The Response must explain in detail how products will be shipped and delivered, and must provide clear and specific information about any shipping costs which will apply. End User will pay shipping costs, but goods will be the responsibility of Contractor until delivery and acceptance by End User. The Response must explain completely and in detail the terms, conditions and procedures for returns and refunds.

10. PROPOSAL EVALUATION

All aspects of the evaluation of proposals will be based solely on the judgment and determination of H-GAC.

Proposals will be scored in terms of the criteria specified below. There will be a maximum score of 100 points. Proposers scoring at least 70 points may be offered a contract, but the number of contracts offered will be based solely on H-GAC's determination of what best serves the interest of our members.

Evaluation Criteria		Weight
1. Tab A – H-GAC Forms.		Pass/Fail
2. Tab B – Internet Commerce Capability.		20
3. Tab C – Products & Pricing on Form D.		30
4. Tab D – Depth & Breadth of Manufacturers Represented		30
4. Tab E – Geographic Areas Served & Marketing		15
5. Tab F – Shipping, handling and return policy & procedures.		5
Total Points		100

This is the end of Section B – Product Specific Requirements
For questions regarding this Invitation, please contact:

Bill Burton
Ph: 832-681-2514
Fx: 713-993-4548
Email: wburton@h-gac.com

SECTION C - H-GAC FORMS

(Rev 12/02/09)

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: EP11-11

Title: Emergency Preparedness & Safety 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
Form D:	Catalogs Offered & Discount Structure
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.: EP11-11

Invitation Title: Emergency Preparedness & Safety 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: _____

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;
- Attestes 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 Preparedness & Safety 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 measurable 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 committed 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 relevant 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	
Title: Emergency Preparedness & Safety Equipment	
Offeror:	
This <i>FORM</i> 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:	
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).
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.
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.
Init.	
Procurement No.: EP11-11	

[illegible]

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 indemnifies 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 and acceptance by END USER, CONTRACTOR shall, charge. Upon delivery of any product/service by CONTRACTOR to 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/franchise 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

Signed for _____

Printed Name & Title: _____

Date: _____

20

Attest for _____

Printed Name & Title: _____

Date: _____

20



HOUSTON-GALVESTON AREA COUNCIL

November 2, 2011

Robert Sterner
VP, National Fire & Preparedness
Fisher Scientific Company LLC
300 Industry Drive
Pittsburgh, PA 15275

Dear Mr. Sterner:

RE: CONTRACT NO. EP11-11 FOR THE SUPPLY OF EMERGENCY PREPAREDNESS & SAFETY EQUIPMENT

Enclosed is the completely executed contract for EP11-11 for your files. Please be advised that your vendor number is #0357 and also serves as your password for the HGACBuy website. Visit our website at: www.hgacbuy.org to schedule your vendor orientation. Should you require further information concerning this contract please call me at 832-681-2581.

Sincerely,

Sally Dena
Sally Dena

Contract Specialist
Cooperative Purchasing Program

enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL

AND
HOUSTON, TEXAS
FISHER SCIENTIFIC COMPANY LLC
Pittsburgh, Pennsylvania

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 120, Houston, Texas 77027, AND, Fisher Scientific Company LLC hereinafter referred to as the CONTRACTOR, having its principal place of business at 300 Industry Drive, Pittsburgh, Pennsylvania 15275.

ARTICLE 1:

SCOPE OF SERVICES

The parties have entered into a Emergency Preparedness & Safety Equipment Contract to become effective as of November 1, 2011, and to continue through October 31, 2014 (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 Emergency Preparedness & Safety Equipment offered by the CONTRACTOR. The CONTRACTOR agrees to sell Emergency Preparedness & Safety Equipment 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. Proposal Specifications No: EP11-11, including any relevant suffixes
4. CONTRACTOR's Response to Proposal No: EP11-11, 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 payroll 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 acknowledgment 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 Proposal 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 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.

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 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 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 be 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/franchise 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:

Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:

Director of Public Services

Signed for Fisher Scientific Company LLC

Pittsburgh, Pennsylvania:

Printed Name & Title: ROBERT C. DAVIS, GM (GACM)

Date: SEP 23, 2011

Attest for Fisher Scientific Company LLC

Pittsburgh, Pennsylvania:

Jim Rogers

Printed Name & Title:

Jim Rogers, Director of Gov. Contracts

Date: Sept 28, 2011

Attachment A
Fisher Scientific Company LLC
Contract Number EP11-11
Emergency Preparedness & Safety Equipment

FORM D - OFFERED ITEMS PRICING		Procurement No.: EP11-11	
H-GAC	Product Code	Item Description (Offeror may not change any description or add items)	Percentage Discount off Retail/List Price
	VN00099575	Fisher Safety June 1, 2011 online catalog / 5 11 TACTICAL INC ** ALL PRODUCTS **	10%
	VN00025768	Fisher Safety June 1, 2011 online catalog / ACCUFORM SIGNS ** ALL PRODUCTS **	22%
	VN00089981	Fisher Safety June 1, 2011 online catalog / ADVANCED CONTAINMENT SYSTEMS INC ** ALL PRODUCTS **	7%
	VN00086521	Fisher Safety June 1, 2011 online catalog / ADVANT BIOTECHNOLOGIES LLC DIAGNOSTIC KITS	25%
	VN0105695	Fisher Safety June 1, 2011 online catalog / AHURA CORP ** ALL PRODUCTS **	0.5%
	VN0101942	Fisher Safety June 1, 2011 online catalog / AIR SYS INC ** ALL PRODUCTS **	10%
	VN00030553	Fisher Safety June 1, 2011 online catalog / AIR SYSTEMS INTERNATIONAL INC ** ALL PRODUCTS **	28%
	VN00032374	Fisher Safety June 1, 2011 online catalog / ALLEGRO INDUSTRIES ** ALL PRODUCTS **	14%
	VN00032718	Fisher Safety June 1, 2011 online catalog / ALTA INDUSTRIES ** ALL PRODUCTS **	9%
	VN0104167	Fisher Safety June 1, 2011 online catalog / ALLUVIAM ** ALL PRODUCTS **	10%
	VN00032499	Fisher Safety June 1, 2011 online catalog / AMEREX CORPORATION ** ALL PRODUCTS **	20%
	VN00083297	Fisher Safety June 1, 2011 online catalog / AMERICAN INNOTEK INC. ** ALL PRODUCTS **	15%
	VN00032430	Fisher Safety June 1, 2011 online catalog / AMERICAN LOCK COMPANY ** ALL PRODUCTS **	15%
	VN00032436	Fisher Safety June 1, 2011 online catalog / AMERICAN SAFETY CLOTHING INC ** ALL PRODUCTS **	10%
	VN00032325	Fisher Safety June 1, 2011 online catalog / AMPCO SAFETY TOOLS ** ALL PRODUCTS **	12%
	VN00110538	Fisher Safety June 1, 2011 online catalog / ANCHOR INDUSTRIES INC ** ALL PRODUCTS **	9%
	VN00031851	Fisher Safety June 1, 2011 online catalog / ANSELL PERRY INC ** ALL PRODUCTS **	20%
	VN00010941	Fisher Safety June 1, 2011 online catalog / ANSUL FIRE PROTECTION ** ALL PRODUCTS **	10%
	VN00083301	Fisher Safety June 1, 2011 online catalog / AQUA COMMUNICATIONS INC ** ALL PRODUCTS **	8%
	VN00036101	Fisher Safety June 1, 2011 online catalog / ARMSTRONG MEDICAL INDUSTRIES ** ALL PRODUCTS **	15%
	VN00083308	Fisher Safety June 1, 2011 online catalog / ARROW TECH INC ** ALL PRODUCTS **	6%
	VN00083338	Fisher Safety June 1, 2011 online catalog / B W TECHNOLOGIES LTD ** ALL PRODUCTS **	12%
	VN00000990	Fisher Safety June 1, 2011 online catalog / BACHARACH INC ** ALL PRODUCTS **	10%
	VN00083729	Fisher Safety June 1, 2011 online catalog / BATTERY BANK ** ALL PRODUCTS **	15%

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FORM D - OFFERED ITEMS PRICING		Procurement No.:		EP11-11
H-GAC	Product Code	Item Description (Offeror may not change any description or add items)	Percentage Discount off Retail/List Price	
VN00002040		Fisher Safety June 1, 2011 online catalog / BEST MANUFACTURING GROUP LLC ** ALL PRODUCTS **	22%	
VN00001165		Fisher Safety June 1, 2011 online catalog / BEST MANUFACTURING INC "N-DEX GLOVES"	40%	
VN00001165		Fisher Safety June 1, 2011 online catalog / BEST MANUFACTURING INC ** ALL OTHER PRODUCTS **	22%	
VN00028209		Fisher Safety June 1, 2011 online catalog / BIOSYSTEMS INC ** ALL PRODUCTS **	20%	
VN00083326		Fisher Safety June 1, 2011 online catalog / BLACK HAWK INDUSTRIES ** ALL PRODUCTS **	17%	
VN00114392		Fisher Safety June 1, 2011 online catalog / BOB BARKER ** ALL PRODUCTS **	10%	
VN00039821		Fisher Safety June 1, 2011 online catalog / BRADLEY FIXTURES CORPORATION ** ALL PRODUCTS **	15%	
VN00094966		Fisher Safety June 1, 2011 online catalog / BRADY CORP ** ALL PRODUCTS **	5%	
VN00010954		Fisher Safety June 1, 2011 online catalog / BRADY IDENTIFICATION SOLUTIONS DIVISION ** ALL PRODUCTS **	14%	
VN00027938		Fisher Safety June 1, 2011 online catalog / BRADY USA ** ALL PRODUCTS **	14%	
VN00083320		Fisher Safety June 1, 2011 online catalog / BREATHING AIR SYSTEMS DIVISION ** ALL PRODUCTS **	8%	
VN00084158		Fisher Safety June 1, 2011 online catalog / BUCKEYE FIRE EQUIPMENT CO ** ALL PRODUCTS **	20%	
VN00011541		Fisher Safety June 1, 2011 online catalog / BULLARD COMPANY ** RESPIRATORY AND HARD HATS **	15%	
VN00083336		Fisher Safety June 1, 2011 online catalog / BUSHNELL SPORTS OPTICS WORLDWI ** ALL PRODUCTS **	10%	
VN00082789		Fisher Safety June 1, 2011 online catalog / CAMELBAK PRODUCTS INC ** ALL PRODUCTS **	40%	
VN00032555		Fisher Safety June 1, 2011 online catalog / CARHARTT INC ** ALL PRODUCTS **	18%	
VN00016993		Fisher Safety June 1, 2011 online catalog / CAROLINA GLOVE COMPANY ALL PRODUCTS	20%	
VN00032294		Fisher Safety June 1, 2011 online catalog / CAROLINA SHOE CO TRU-GUARD	14%	
VN00053563		Fisher Safety June 1, 2011 online catalog / CASELLA USA NOISE MONITORING	10%	
VN00090589		Fisher Safety June 1, 2011 online catalog / CENTENNIAL PRODUCTS INC ** ALL PRODUCTS **	14%	
VN00027302		Fisher Safety June 1, 2011 online catalog / CERTIFIED SAFETY MANUFACTURING ** ALL PRODUCTS **	18%	
VN00001728		Fisher Safety June 1, 2011 online catalog / CHEMTRONICS INC ** ALL PRODUCTS **	15%	
VN00032390		Fisher Safety June 1, 2011 online catalog / CHUMS LTD ** ALL PRODUCTS **	25%	
VN00033388		Fisher Safety June 1, 2011 online catalog / CMC RESCUE ** ALL PRODUCTS **	15%	
VN00083360		Fisher Safety June 1, 2011 online catalog / COASTAL ENVIRONMENTAL SYSTEMS ** ALL PRODUCTS **	8%	
VN00039095		Fisher Safety June 1, 2011 online catalog / COMPLETE ENVIRONMENTAL PRODUCTS ** ALL PRODUCTS **	25%	

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FORM D - OFFERED ITEMS PRICING			Procurement No.:		EP11-11
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VN00032392		Fisher Safety June 1, 2011 online catalog / CUMBERLAND SWAN ** ALL PRODUCTS **	15%		
VN00083385		Fisher Safety June 1, 2011 online catalog / DATA PAGES INC ** ALL PRODUCTS **	5%		
VN00032342		Fisher Safety June 1, 2011 online catalog / DAVID CLARK CO ** ALL PRODUCTS **	10%		
VN00032569		Fisher Safety June 1, 2011 online catalog / DBI SALTA INC ** ALL PRODUCTS **	12%		
VN00032279		Fisher Safety June 1, 2011 online catalog / DEB SBS INC ** ALL PRODUCTS **	18%		
VN00092967		Fisher Safety June 1, 2011 online catalog / DEFENSE GROUP INC ** ALL PRODUCTS **	2%		
VN00021807		Fisher Safety June 1, 2011 online catalog / DRABGER SAFETY INC PARTS & ACCESS GAS DETECTION	12%		
VN00003996		Fisher Safety June 1, 2011 online catalog / DUPONT PERSONAL PROTECTION ** ALL PRODUCTS **	47%		
VN00002491		Fisher Safety June 1, 2011 online catalog / DYNALON PRODUCTS ** ALL PRODUCTS **	7%		
VN00032449		Fisher Safety June 1, 2011 online catalog / DYNAREX CORPORATION ** ALL PRODUCTS **	10%		
VN00032893		Fisher Safety June 1, 2011 online catalog / E FOUCHERA & COMPANY DNU ** ALL PRODUCTS **	8%		
VN00002530		Fisher Safety June 1, 2011 online catalog / EAGLE MFG ** ALL PRODUCTS **	18%		
VN00060018		Fisher Safety June 1, 2011 online catalog / EMERGENCY FILM GROUP ** ALL PRODUCTS **	10%		
VN00010921		Fisher Safety June 1, 2011 online catalog / ENCON SAFETY PRODUCTS ** ALL PRODUCTS **	12%		
VN00094953		Fisher Safety June 1, 2011 online catalog / ELBECO ** ALL PRODUCTS **	20%		
VN00056205		Fisher Safety June 1, 2011 online catalog / ERGODYNE ** ALL PRODUCTS **	30%		
VN00083402		Fisher Safety June 1, 2011 online catalog / ERICSON MFG CO ** ALL PRODUCTS **	10%		
VN00083405		Fisher Safety June 1, 2011 online catalog / ESTEX MANUFACTURING CO INC ** ALL PRODUCTS **	12%		
VN00057873		Fisher Safety June 1, 2011 online catalog / EURAMCO SAFETY INC ** ALL PRODUCTS **	22%		
VN00083407		Fisher Safety June 1, 2011 online catalog / EYE SAFETY SYSTEMS FIRE GOGGLES	10%		
VN00033664		Fisher Safety June 1, 2011 online catalog / FALCON SAFETY PRODUCTS ** ALL PRODUCTS **	12%		
VN00090206		Fisher Safety June 1, 2011 online catalog / FECHHEIMER BROTHERS COMPANY ** ALL PRODUCTS **	15%		
VN00032552		Fisher Safety June 1, 2011 online catalog / FERNO WASHINGTON ** ALL PRODUCTS **	12%		
VN00083424		Fisher Safety June 1, 2011 online catalog / FIRE BRIGADE MFG ** ALL PRODUCTS **	10%		
VN00032306		Fisher Safety June 1, 2011 online catalog / FIRE DEX INC ** ALL PRODUCTS **	10%		
VN00032439		Fisher Safety June 1, 2011 online catalog / FIRE HOOKS UNLIMITED INC ** ALL PRODUCTS **	10%		

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VN00097763	Fisher Safety June 1, 2011 online catalog / FIREFIGHTERS BOOKSTORE ** ALL PRODUCTS	15%
VN00098982	Fisher Safety June 1, 2011 online catalog / FIVE STAR RMS ** SPS DEFAULT **	10%
VN00032809	Fisher Safety June 1, 2011 online catalog / FOLDATANK CO ** ALL PRODUCTS **	5%
VN00092288	Fisher Safety June 1, 2011 online catalog / FOR RESPONDERS CO ** ALL PRODUCTS **	27%
VN00084831	Fisher Safety June 1, 2011 online catalog / FORCE ONE ** ALL PRODUCTS **	9%
VN00045112	Fisher Safety June 1, 2011 online catalog / GALTS INC ** ALL PRODUCTS **	15%
VN00044201	Fisher Safety June 1, 2011 online catalog / GALTS WBST ** ALL PRODUCTS **	10%
VN0120094	Fisher Safety June 1, 2011 online catalog / GRLTCH SOLUTIONS ** ALL PRODUCTS **	20%
VN0026044	Fisher Safety June 1, 2011 online catalog / GEORGIA STEEL & CHEMICAL CO INC ** ALL PRODUCTS **	14%
VN00032749	Fisher Safety June 1, 2011 online catalog / GOJO INDUSTRIES INC ** ALL PRODUCTS **	15%
VN00032553	Fisher Safety June 1, 2011 online catalog / GRACE INDUSTRIES INC ** ALL PRODUCTS **	10%
VN0003243	Fisher Safety June 1, 2011 online catalog / GRAHAM FIELD INC ** ALL PRODUCTS **	12%
VN00032506	Fisher Safety June 1, 2011 online catalog / HARRIS INDUSTRIES INC ** ALL PRODUCTS **	22%
VN00011546	Fisher Safety June 1, 2011 online catalog / HAWS CORPORATION ** ALL PRODUCTS **	14%
VN00084182	Fisher Safety June 1, 2011 online catalog / HAZ MAT DQE INC ** ALL PRODUCTS **	5%
VN00049981	Fisher Safety June 1, 2011 online catalog / HAZTECH SYSTEMS INC ** ALL PRODUCTS **	18%
VN00063395	Fisher Safety June 1, 2011 online catalog / HIGH FIVE PRODUCTS INC FISHERBRAND GLOVES	25%
VN00098336	Fisher Safety June 1, 2011 online catalog / HILTI INC ** ALL PRODUCTS **	21%
VN00098336	Fisher Safety June 1, 2011 online catalog / HILTI INC FERROSCAN & DETECTION SYSTEMS	10%
VN00098336	Fisher Safety June 1, 2011 online catalog / HILTI INC POSITIONING SYSTEMS	10%
VN00083463	Fisher Safety June 1, 2011 online catalog / HYDRA SHIELDS MFG ** ALL PRODUCTS **	10%
VN00083482	Fisher Safety June 1, 2011 online catalog / IGLOO CORPORATION ** ALL PRODUCTS **	15%
VN00053944	Fisher Safety June 1, 2011 online catalog / IMPACTO PROTECTIVE PRODUCTS ** ALL PRODUCTS **	10%
VN00059799	Fisher Safety June 1, 2011 online catalog / INDIAN SPRINGS SPECIALTY PRODUCTS INC ** ALL PRODUCTS **	15%
VN00033617	Fisher Safety June 1, 2011 online catalog / INDUSTRIAL SCIENTIFIC CORPORATION ** ALL PRODUCTS **	5%
VN00084248	Fisher Safety June 1, 2011 online catalog / INTEC INDUSTRIES INC ** ALL PRODUCTS **	20%

FORM D - OFFERED ITEMS PRICING		Procurement No.1		EP11-11
H-GAC	Product Code	Item Description (Offeror may not change any description or add items)	Percentage Discount off Retail/List Price	
VN00003776		Fisher Safety June 1, 2011 online catalog / INTERMARTRO INDUSTRIES CORPORATION ** ALL PRODUCTS **	10%	
VN00022574		Fisher Safety June 1, 2011 online catalog / INTERNATIONAL MEDCOM ** ALL PRODUCTS **	7%	
VN00011565		Fisher Safety June 1, 2011 online catalog / JOHN WILEY & SONS INC ** ALL PRODUCTS **	10%	
VN00032742		Fisher Safety June 1, 2011 online catalog / JUNKIN SAFETY APPLIANCE ** ALL PRODUCTS **	9%	
VN00003972		Fisher Safety June 1, 2011 online catalog / JUSTRITE MANUFACTURING COMPANY ** ALL PRODUCTS **	18%	
VN00093636		Fisher Safety June 1, 2011 online catalog / KAPPLER IND ** ALL PRODUCTS **	33%	
VN00083281		Fisher Safety June 1, 2011 online catalog / KIDDE FIRE FIGHTING ANGUS DIVISION ** ALL PRODUCTS **	30%	
VN00099702		Fisher Safety June 1, 2011 online catalog / KIDDE FIRE TRAINERS ** ALL PRODUCTS **	4%	
VN00029754		Fisher Safety June 1, 2011 online catalog / KIMBERLY CLARK CORPORATION ** OTHER PRODUCTS **	20%	
VN00029754		Fisher Safety June 1, 2011 online catalog / KIMBERLY CLARK CORPORATION STERILE WRAPS & POUCHS	15%	
VN00029754		Fisher Safety June 1, 2011 online catalog / KIMBERLY CLARK CORPORATION TECNOL PRODUCTS	22%	
VN00029754		Fisher Safety June 1, 2011 online catalog / KIMBERLY CLARK CORPORATION SAFETY APPARL	20%	
VN00029754		Fisher Safety June 1, 2011 online catalog / KIMBERLY CLARK CORPORATION WIPERS	20%	
VN00032813		Fisher Safety June 1, 2011 online catalog / KISHIGO ** ALL PRODUCTS **	30%	
VN00032622		Fisher Safety June 1, 2011 online catalog / KOCHER CO ** ALL PRODUCTS **	10%	
VN0001346		Fisher Safety June 1, 2011 online catalog / KOHLER BRIGHT STAR ** ALL PRODUCTS **	17%	
VN00026216		Fisher Safety June 1, 2011 online catalog / LACROSSE SAFETY & INDUSTRIAL ** ALL PRODUCTS **	15%	
VN00030467		Fisher Safety June 1, 2011 online catalog / LAKELAND INDUSTRIES INC ** ALL PRODUCTS **	17%	
VN00084187		Fisher Safety June 1, 2011 online catalog / LANX FABRIC SYSTEMS ** ALL PRODUCTS **	20%	
VN00027052		Fisher Safety June 1, 2011 online catalog / LION APPAREL INC ** ALL PRODUCTS **	10%	
VN00036431		Fisher Safety June 1, 2011 online catalog / LOUISVILLE LADDER ** ALL PRODUCTS **	10%	
VN00083510		Fisher Safety June 1, 2011 online catalog / MAJESTIC FIRE APPAREL INC ** ALL PRODUCTS **	7%	
VN00005630		Fisher Safety June 1, 2011 online catalog / MAPA PIONEER ** ALL PRODUCTS **	20%	
VN00022544		Fisher Safety June 1, 2011 online catalog / MASTER LOCK COMPANY ** ALL PRODUCTS **	15%	

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H-GAC	Product Code	Item Description (Offeror may not change any description or add items)	Percentage Discount off Retail/List Price	
	VN00032446	Fisher Safety June 1, 2011 online catalog / MCR SAFETY COMPANY ** ALL PRODUCTS **	20%	
	VN00056808	Fisher Safety June 1, 2011 online catalog / MEDICAL ACTION INDUSTRIES INC ** ALL PRODUCTS **	12%	
	VN00090202	Fisher Safety June 1, 2011 online catalog / MERIDIAN MEDICAL TECHNOLOGIES INC ** ALL PRODUCTS **	2%	
	VN00029674	Fisher Safety June 1, 2011 online catalog / MICROFLUX MEDICAL CORPORATION ** ALL PRODUCTS **	30%	
	VN00071094	Fisher Safety June 1, 2011 online catalog / MILLIKEN AND COMPANY ** WIPERS **	15%	
	VN00083535	Fisher Safety June 1, 2011 online catalog / MILLWAUKEE ELECTRIC TOOL ** ALL PRODUCTS **	30%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY ** OTHER PRODUCTS **	24%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY AIR PURIFYING RESPIRTR	29%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY SUPPLIED AIR RESPIRTR	27%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY PORTABLE INSTRUMENTS	22%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY HEAD PROTECTION	40%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY FALL PROTECT	28%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY HEARING PROTECTION	20%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY EYEWEAR	40%	
	VN00020536	Fisher Safety June 1, 2011 online catalog / MINE SAFETY APPLIANCES COMPANY THERMAL IMAGERS/ACCESSR	10%	
	VN00097751	Fisher Safety June 1, 2011 online catalog / MINTE TECHNOLOGIES INC ALL PRODUCTS	10%	
	VN00031291	Fisher Safety June 1, 2011 online catalog / MINUTEMAN INTERNATIONAL INC ALL VACUUMS	40%	
	VN00011553	Fisher Safety June 1, 2011 online catalog / MOIDEX METRIC INC ** ALL PRODUCTS **	25%	
	VN00032659	Fisher Safety June 1, 2011 online catalog / MOORE MEDICAL LLC ** ALL PRODUCTS **	5%	
	VN00096383	Fisher Safety June 1, 2011 online catalog / MOROVISION NIGHT VISION INC ** ALL PRODUCTS **	1%	
	VN00102978	Fisher Safety June 1, 2011 online catalog / MQ POWER CORP ** ALL PRODUCTS **	1%	
	VN00120151	Fisher Safety June 1, 2011 online catalog / MUSTANG SURVIVAL ** ALL PRODUCTS **	15%	

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VN00020314		Fisher Safety June 1, 2011 online catalog / NATIONAL MARKER COMPANY ** ALL PRODUCTS **	18%		
VN00033672		Fisher Safety June 1, 2011 online catalog / NATIONAL PACKAGING SERVICES CORPORATION ** ALL PRODUCTS **	25%		
VN00032326		Fisher Safety June 1, 2011 online catalog / NATIONAL SAFETY APPAREL ** ALL PRODUCTS **	15%		
VN00020312		Fisher Safety June 1, 2011 online catalog / NEW PIG CORPORATION ** ALL PRODUCTS **	10%		
VN00006241		Fisher Safety June 1, 2011 online catalog / NEWELL RUBBERMAID INC ** ALL PRODUCTS **	15%		
VN00031302		Fisher Safety June 1, 2011 online catalog / OCCUNOMIX INTERNATIONAL LLC ** ALL PRODUCTS **	18%		
VN00118459		Fisher Safety June 1, 2011 online catalog / OHD ** ALL PRODUCTS **	5%		
VN00026158		Fisher Safety June 1, 2011 online catalog / OK I MANUFACTURING COMPANY ** ALL PRODUCTS **	10%		
VN00061093		Fisher Safety June 1, 2011 online catalog / OMNIGLOW CORPORATION ** NCI DEFAULT **	25%		
VN00032345		Fisher Safety June 1, 2011 online catalog / PARATECH INCORPORATED ** ALL PRODUCTS **	5%		
VN00084196		Fisher Safety June 1, 2011 online catalog / PATTERSON VENTILATION ** ALL PRODUCTS **	9%		
VN00032385		Fisher Safety June 1, 2011 online catalog / PAULSON MFG ** ALL PRODUCTS **	14%		
VN00022457		Fisher Safety June 1, 2011 online catalog / PELICAN PRODUCTS INC ** ALL PRODUCTS **	25%		
VN00083575		Fisher Safety June 1, 2011 online catalog / PETZL AMERICA ** ALL PRODUCTS **	25%		
VN00026747		Fisher Safety June 1, 2011 online catalog / PGI ** ALL PRODUCTS **	12%		
VN00083564		Fisher Safety June 1, 2011 online catalog / PIGBON MOUNTAIN ** ALL PRODUCTS **	10%		
VN00105722		Fisher Safety June 1, 2011 online catalog / PRO MARKETING (MOTOROLA) ** ALL PRODUCTS **	10%		
VN00100760		Fisher Safety June 1, 2011 online catalog / PRO PAC ** ALL PRODUCTS **	5%		
VN00005875		Fisher Safety June 1, 2011 online catalog / PROTECTIVE INDUSTRIAL PRODUCTS INC ** ALL PRODUCTS **	30%		
VN00032590		Fisher Safety June 1, 2011 online catalog / RED KAP INDUSTRIES ** ALL PRODUCTS **	5%		
VN00011627		Fisher Safety June 1, 2011 online catalog / REMCO ** ALL PRODUCTS **	15%		
VN00055928		Fisher Safety June 1, 2011 online catalog / RESCUE TECHNOLOGY ** ALL PRODUCTS **	10%		
VN00090136		Fisher Safety June 1, 2011 online catalog / RESPONSE BIOMEDICAL CORP ** ALL PRODUCTS **	10%		
VN00061295		Fisher Safety June 1, 2011 online catalog / RINGERS GLOVES ** ALL PRODUCTS **	8%		
VN00083591		Fisher Safety June 1, 2011 online catalog / RIT RESCUE & ESCAPE SYSTEMS ** ALL PRODUCTS **	5%		

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VN00093706		Fisher Safety June 1, 2011 online catalog / SAFETY SOLUTIONS INC ** ALL PRODUCTS **	35%
VN00031911		Fisher Safety June 1, 2011 online catalog / SCOTT SAFETY RESPIRATORY PRODUCTS	27%
VN00124588		Fisher Safety June 1, 2011 online catalog / CON SPACE (SEARCH SYSTEMS) ** ALL PRODUCTS **	8%
VN00081370		Fisher Safety June 1, 2011 online catalog / SELECT MEDICAL SUPPLY INC FISHERBRAND GLOVES	15%
VN00032466		Fisher Safety June 1, 2011 online catalog / SHLSTROM RTC ** ALL PRODUCTS **	10%
VN00025179		Fisher Safety June 1, 2011 online catalog / SHNSIDYNE INC ** ALL PRODUCTS **	12%
VN00032603		Fisher Safety June 1, 2011 online catalog / SHRLBY SPECIALTY GLOVES ** ALL PRODUCTS **	7%
VN00022190		Fisher Safety June 1, 2011 online catalog / SIMULAIDS INC ** ALL PRODUCTS **	15%
VN00032803		Fisher Safety June 1, 2011 online catalog / SNAP TITE HOSE INC ** ALL PRODUCTS **	7%
VN00032476		Fisher Safety June 1, 2011 online catalog / SORBERT PRODUCTS CO INC ** ALL PRODUCTS **	22%
VN00010428		Fisher Safety June 1, 2011 online catalog / SPERIAN ** ALL OTHER PRODUCTS **	40%
VN00010428		Fisher Safety June 1, 2011 online catalog / SPERIAN FALL PROTECTION	24%
VN00016485		Fisher Safety June 1, 2011 online catalog / SPLASH SHIELD INC ** ALL PRODUCTS **	12%
VN00032766		Fisher Safety June 1, 2011 online catalog / SPRAY SOK CO ** ALL PRODUCTS **	18%
VN00032300		Fisher Safety June 1, 2011 online catalog / SQUINCHER CORPORATION ** ALL PRODUCTS **	14%
VN00032754		Fisher Safety June 1, 2011 online catalog / STANDARD FUSSE CORPORATION ** ALL PRODUCTS **	15%
VN00098356		Fisher Safety June 1, 2011 online catalog / STANLEY HYDRAULIC TOOLS ** ALL PRODUCTS **	7%
VN00006895		Fisher Safety June 1, 2011 online catalog / STEEL GRIP INC ** ALL PRODUCTS **	12%
VN00032270		Fisher Safety June 1, 2011 online catalog / STOCKHAUSEN INC ** ALL PRODUCTS **	22%
VN00007923		Fisher Safety June 1, 2011 online catalog / SUPERIOR UNIFORM GROUP INC ** ALL PRODUCTS **	10%
VN00084209		Fisher Safety June 1, 2011 online catalog / SUPERNOVA ** ALL PRODUCTS **	10%
VN00030114		Fisher Safety June 1, 2011 online catalog / SURVIVAIR ** ALL PRODUCTS **	10%
VN00125636		Fisher Safety June 1, 2011 online catalog / TACTICAL ELECTRONICS ** ALL PRODUCTS **	1%
VN00032526		Fisher Safety June 1, 2011 online catalog / TASK FORCE TIPS INC ** ALL PRODUCTS **	8%
VN00032641		Fisher Safety June 1, 2011 online catalog / TEAM EQUIPMENT INC ** ALL PRODUCTS **	8%
VN00083667		Fisher Safety June 1, 2011 online catalog / TELE LITE INC ** ALL PRODUCTS **	5%
VN00084208		Fisher Safety June 1, 2011 online catalog / TEMPEST TECHNOLOGY CORPORATION INC ** ALL PRODUCTS **	10%

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VN00007132	Fisher Safety June 1, 2011 online catalog / TRMPSHIELD INC ** ALL PRODUCTS **	7%		
VN00024209	Fisher Safety June 1, 2011 online catalog / TRNNESSER MAT COMPANY INC ** ALL PRODUCTS **	18%		
VN00098862	Fisher Safety June 1, 2011 online catalog / THERMO SCI EBERLINE ** ALL PRODUCTS **	2%		
VN00098862	Fisher Safety June 1, 2011 online catalog / THERMO SCI EBERLINE WARRANTIES AND SERVICE	2%		
VN00007217	Fisher Safety June 1, 2011 online catalog / THREE M COMPANY HEALTH CARE DIV.	18%		
VN00007217	Fisher Safety June 1, 2011 online catalog / THREE M COMPANY HEARING PROTECTION	35%		
VN00007217	Fisher Safety June 1, 2011 online catalog / THREE M COMPANY RESPIRATORY PRODUCTS	35%		
VN00007217	Fisher Safety June 1, 2011 online catalog / THREE M COMPANY SPILL CONTROL	37%		
VN00007217	Fisher Safety June 1, 2011 online catalog / THREE M COMPANY ** ALL OTHER PRODUCTS **	25%		
VN00072414	Fisher Safety June 1, 2011 online catalog / TIANS INTERNATIONAL INC ** ALL PRODUCTS **	25%		
VN00032554	Fisher Safety June 1, 2011 online catalog / TINGLEY RUBBER CO ** ALL PRODUCTS **	19%		
VN00032584	Fisher Safety June 1, 2011 online catalog / TOPPS MANUFACTURING COMPANY ** ALL PRODUCTS **	7%		
VN00061647	Fisher Safety June 1, 2011 online catalog / HONEYWELL FIRST RESPONDER PRODUCTS BOOTS, HELMETS, GLOVES, SUSPENDERS, WILDLAND GEAR, EMS GEAR, AIRPORT/FIREFIGHTING PROX GEAR	34%		
VN00083676	Fisher Safety June 1, 2011 online catalog / TRILLEBORG VIKING ** ALL OTHER PRODUCTS **	10%		
VN00083676	Fisher Safety June 1, 2011 online catalog / TRILLEBORG VIKING RADIATION TECHNOLOGIES PRODUCT	5%		
VN0103467	Fisher Safety June 1, 2011 online catalog / TRUE NORTH ** ALL PRODUCTS **	10%		
VN00083684	Fisher Safety June 1, 2011 online catalog / IMMEDIATE RESPONSE TECHNOLOGIES ** ALL PRODUCTS **	14%		
VN00072470	Fisher Safety June 1, 2011 online catalog / ULTRA TAPE ** ALL PRODUCTS **	12%		
VN0123301	Fisher Safety June 1, 2011 online catalog / UNITED GROUP ** ALL PRODUCTS **	25%		
VN00091727	Fisher Safety June 1, 2011 online catalog / UNIFIRE POWER BLOWERS INC ** ALL PRODUCTS (EXCLUDING SAWS) **	10%		
VN00083693	Fisher Safety June 1, 2011 online catalog / UNITED PLASTICS FABRICATING ** ALL PRODUCTS **	10%		
VN00011564	Fisher Safety June 1, 2011 online catalog / US SAFETY ** ALL OTHER PRODUCTS **	15%		
VN00011564	Fisher Safety June 1, 2011 online catalog / US SAFETY PRESSCRIPTION EYEWEAR	7%		
VN00004057	Fisher Safety June 1, 2011 online catalog / WALTER KIDDE COMPANY ** ALL PRODUCTS **	14%		

FORM D - OFFERED ITEMS PRICING		Procurement No.: EP11-11
H-GAC Product Code	Item Description (Offeror may not change any description or add items)	Percentage Discount off Retail/List Price
VN00084102	Fisher Safety June 1, 2011 online catalog / WELCH ALYN INC ** ALL PRODUCTS **	12%
VN00083708	Fisher Safety June 1, 2011 online catalog / WHLS CARGO ** ALL PRODUCTS **	5%
VN00024541	Fisher Safety June 1, 2011 online catalog / WHLS LAMONT INDUSTRIAL PRODUCTS ** ALL PRODUCTS **	27%
VN00082096	Fisher Safety June 1, 2011 online catalog / WH SALSIBURY & CO ** ALL PRODUCTS **	14%
VN00083721	Fisher Safety June 1, 2011 online catalog / WILDFIRE PACIFIC INC ** ALL PRODUCTS **	10%
VN00032036	Fisher Safety June 1, 2011 online catalog / WM JOHNSON & ASSOCIATES ** ALL PRODUCTS **	13%
VN00032591	Fisher Safety June 1, 2011 online catalog / WORKRITE UNIFORM COMPANY ** ALL PRODUCTS **	10%
VN00026613	Fisher Safety June 1, 2011 online catalog / YOUNGSTOWN BARREL & DRUM COMPANY ** ALL PRODUCTS **	16%
VN00026284	Fisher Safety June 1, 2011 online catalog / ZIAMATIC CORPORATION ** ALL PRODUCTS **	6%

Attachment A
Fisher Scientific Company LLC
Contract Number EP11-11
Emergency Preparedness & Safety Equipment

FINANCE CONTRACT ROUTING SLIP

Contractor: Fisher Scientific Company LLC

Project Title: Emergency Preparedness & Safety Equipment

Tracking No. PS11-600

Date Received: 10/13/11

Staff Name	Approved	Rejected	Date	Budget set-up	Funds Available	Blanket P.O.	Reason for rejection
A. Jean Mahood	☒	☐	10/17/11				
B. TingTing Chang	☐	☐					
C. Marivic Keenan	☒	☐	10/17/11				
D. David Waller	☐	☐					
E. Cynthia Marquez	☐	☐					
F. Sophie Huang	☐	☐					
G. Nancy Hausler	☒	☐	10/27/11				

Received W-9 Form? ☐ Yes ☐ No ☒ Not Applicable

Walters, Vivian (RER)

From: Guillen, Kristina (ISD)
Sent: Friday, September 14, 2012 1:56 PM
To: Walters, Vivian (RER)
Subject: EP11-11

Good Afternoon Vivian,

With regards to your request for clarification on the funding source for OEM, they have responded below.

Thank you again for your time and trouble.

Please do not hesitate to let me know if I can be of any further assistance.

Best regards,

Kristina Guillen
Procurement Contracting Officer II
Miami-Dade County
Internal Services Department
111 NW 1st Street, Suite 1300
Miami, FL 33128
Tel: (305)375-3248
<http://www.miamidade.gov/dpm/>
"Delivering Excellence Every Day"

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From: Lord, Jonathan (OEM)
Sent: Friday, September 14, 2012 1:40 PM
To: Guillen, Kristina (ISD); Broaster-Doyle, Pamela (OEM); Recio, Rick (MDFR)
Cc: Betancourt, Mariana (MDFR)
Subject: Re: Accessing of contracts with Fisher Scientific / Federal Funding Source Clarification
Homeland Security Grant Program

Jonathan Lord, FPEM
EM Deputy Director
Office of Emergency Management
Miami-Dade Fire Rescue Department
Miami-Dade County
305-468-5400
www.miamidade.gov/oem - www.readysouthflorida.org
www.facebook.com/MiamiDadeCountyEM
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From: Guillen, Kristina (ISD)
Sent: Friday, September 14, 2012 01:38 PM

To: Broaster-Doyle, Pamela (OEM); Recio, Rick (MDFR)
Cc: Betancourt, Marianela (MDFR); Lord, Jonathan (OEM)
Subject: Accessing of contracts with Fisher Scientific / Federal Funding Source Clarification

Good Afternoon,

I hope that this email finds you well. Thank you for all of your help thus far. The Small Business Department is requesting clarification on the federal funding source for us to be able to access Contract EP11-11 (Houston Galveston Area Council). Can you please advise what type of federal funding is being used for the \$200,000 requested?

(We understand that the total allocation request is for \$250,000.00 which includes \$50,000.00 from the general fund). Thank you very much for your time.

Best regards,

Kristina Guillen
Procurement Contracting Officer II
Miami-Dade County
Internal Services Department
111 NW 1st Street, Suite 1300
Miami, FL 33128
Tel: (305)375-3248
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From: Broaster-Doyle, Pamela (OEM)
Sent: Thursday, August 23, 2012 8:26 AM
To: Recio, Rick (MDFR)
Cc: Betancourt, Marianela (MDFR); Lord, Jonathan (OEM)
Subject: RE: Accessing of contracts with Fisher Scientific
Importance: High

Hi Rick,

OEM is requesting an allocation of \$200,000 annually for purchase of Radiation Equipment and supplies on **Houston-Galveston Area Council Contract for Emergency Preparedness & Safety Equipment (EP11-11)**. The items will be purchased with Federal Grant funds and as a result, we are requesting that a BPO be created to exclude UAP and IG fees. The previous allocation (BPO: ABCW0701019), for Contract #490-000-07-01 was set up to exclude UAP only, however, we are requesting that the IG fees is also excluded.

Please give me a call if you have questions or need additional information.

Thank you for your assistance.

Pam

Pamela Broaster-Doyle
Office of Emergency Management
Miami-Dade Fire Rescue Department
Office: (305) 468-5413
Fax: (305) 468-5401
E-mail: broastp@miamidade.gov
www.miamidade.gov/oem

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From: Recio, Rick (MDFR)
Sent: Tuesday, August 21, 2012 8:40 AM
To: Broaster-Doyle, Pamela (OEM)
Subject: FW: Accessing of contracts with Fisher Scientific
Importance: High

Please advise

From: Recio, Rick (MDFR)
Sent: Tuesday, August 21, 2012 8:00 AM
To: Bermejo, Marisabel B. (MDFR); Strickland, Jeff (MDFR); Trim, Anthony (MDFR); Perry, Alan (MDFR); Berner, Edward (MDFR); Lamb, Mark (MDFR)
Cc: Vasquez, Annette (MDFR); Betancourt, Marianela (MDFR); Corbett, Armando (MDFR)
Subject: FW: Accessing of contracts with Fisher Scientific
Importance: High

Good morning All, Please review the attached and advise on allocation requirement for each contract through expiration dates noted. Please respond by 8/23/12.

Richard Recio
Buyer- Purchasing Services Bureau
Miami-Dade Fire Rescue Department
9300 N.W. 41st Street, Suite #209
Doral, FL 33178
Ofc. (786) 331-4240
Fax (786) 331-4245
Email: recior@miamidade.gov
"Delivering Excellence Every Day"

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From: Webb, Robin (ISD)
Sent: Monday, August 20, 2012 3:30 PM

To: Recio, Rick (MDFR)
Subject: FW: Accessing of contracts with Fisher Scientific
Importance: High

Hi Rick,

I see Mari is out, can you take a look at this for me?

From: Webb, Robin (ISD)
Sent: Monday, August 20, 2012 2:58 PM
To: Betancourt, Marianela (MDFR); Bryant, Theresa (ME); Romano, Laura K. (MDPD); Espinosa-Anderson, Olga (PWWM)
Cc: Guillen, Kristina (ISD); Lariosa, John (RER); Hicks, Gregory D. (WASD)
Subject: FW: Accessing of contracts with Fisher Scientific
Importance: High

Good afternoon all,

We are moving forward with accessing contracts to fulfill requirements for Fisher Scientific products previously purchased under State of Florida Contract 490-000-07-1. The State of Florida has accessed MOU #ITN07TO-135 between Fisher and the University of Florida (attached) for laboratory supplies. WASD and DERM (now within RER) have responded with allocation requests to access the UF contract. Fisher has recommended that we also look at the Houston-Galveston Area Council (HGAC) Contract #EP11-11 (also attached) to purchase first responder equipment and supplies going forward, as it will provide the flexibility to add new products as they become available.

The county is currently accessing the State of New York Hazardous and Incident Response (HIRE) Contract No. 991-312-06-ACS-1 (Fisher pricing also attached), on which Fisher is an awarded vendor for first responder equipment and supplies. Fisher will be added shortly to the County's access of the HIRE contract to allow purchases from Fisher while the UF and HGAC contracts go to the Board (Oct committee, Nov BCC cycle). MDPD is currently the only dept with an allocation on this contract.

Please review these three contracts and advise the following:

- 1) Will your dept require an allocation on the HIRE Contract No. 991-312-06-ACS-1 for short term Fisher requirements?
- 2) Departmental allocation requests for the UF and/or HGAC contracts going forward (UF contract expires 4/30/13 and HGAC on 10/31/14)

Please respond with any allocation requests by COB Fri., August 24, 2012. If you have any questions please feel free to give me a call.

Regards,
Robin Webb, CPPB

Procurement Contracting Officer 1

Miami-Dade County Internal Services Department
Procurement Management

111 N.W. 1st Street 13th Floor Miami, FL 33128-1974
(305) 375-4356 Phone (305) 375-4407 Fax

drobin@miamidade.gov

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From: Webb, Robin (ISD)
Sent: Tuesday, July 10, 2012 11:28 AM
To: Lariosa, John (RER); Betancourt, Marianela (MDFR); Bryant, Theresa (ME); Romano, Laura K. (MDPD); Espinosa-Anderson, Olga (PWMM); Hicks, Gregory D. (WASD)
Cc: Recio, Rick (MDFR)
Subject: FW: HGAC Contract with Fisher Scientific
Importance: High

Good morning all,

Please review the attached HGAC contract with Fisher Scientific and advise if it will fulfill your departments' requirements that were formerly fulfilled under State of Florida Contract No. 490-000-07-1. Fisher has suggested that this contract is more flexible than the HIRE contract (991-312-06-ACS-1, which the County currently accesses and will be adding Fisher to the awarded vendors) as the HGAC contract allows for the addition of products/manufacturers while the HIRE contract does not.

If the HGAC contract will work for you, please advise the allocation your department will require through the expiration of the current term on October 31, 2014. The access of HGAC will have to be approved by the Board, as it will most likely exceed \$1M, so as mentioned, I will be adding Fisher to the awarded vendors under the HIRE contract to fulfill immediate requirements. Currently, only MDPD has an allocation of \$400K on the HIRE contract. Please advise of any additional allocation requests on HIRE to cover requirements from Fisher while the HGAC access goes to the Board.

Please try to respond by COB on Friday, July 13, 2012 as I would like to be able to move this forward to September committee/October Board cycle for award. The deadline to submit an item is August 10, 2012. If you have any questions, please feel free to give me a call.

Regards,

Robin Webb, CPPB

Procurement Contracting Officer 1

Miami-Dade County Internal Services Department

Procurement Management

111 N.W. 1st Street 13th Floor Miami, FL 33128-1974

(305) 375-4356 Phone (305) 375-4407 Fax

drobin@miamidade.gov

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From: Hall, Carter R. [<mailto:carter.hall@thermofisher.com>]
Sent: Tuesday, July 10, 2012 8:43 AM
To: Webb, Robin (ISD)
Subject: HGAC

Hi Robin,

I'm still getting some additional info for you but here's the main document on the contract.

Carter Hall

Fisher Fire and Emergency Services
8739 SW 50th Place

Cooper City, Florida 33328
Phone: (954) 444-9368
Phone: (888) 263-5319 (customer service)
Fax: (866) 897-9946 (customer service)
Fax: (954) 880-0140 (local)

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