

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

AGENDA ITEM

Approve specifications for Bid #2013-B05 Self Contained Breathing Apparatus (SCBA) units for Hays County Sheriff's Office and authorize Purchasing to solicit for bid and advertise.

ITEM TYPE

CONSENT

MEETING DATE

July 2, 2013

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

Sheriff Cutler

SPONSOR

COBB

CO-SPONSOR

N/A

SUMMARY

See attached specifications

FILED: **07 02 13**
HAYS COUNTY COMMISSIONERS' COURT
Resolution # 29112 VOL V PG 183

SPECIFICATIONS FOR SELF-CONTAINED BREATHING APPARATUS (SCBA)

IFB #2013-B05

HAYS COUNTY, TEXAS

The Hays County Sheriff's Office is requesting sealed bids for the purchase of self-contained breathing apparatus (SCBA). All bids must be submitted on the attached Bid Form. Vendors may bid on any or all items. Bid proposals must be received in the Purchasing Office located at 712 S Stagecoach Trail, Suite 1071, San Marcos, Texas 78666 no later than 2:00 p.m. on JULY 18, 2013. Hays County does not accept faxed or electronic bids.

Bids are due at the appropriate due date and time, in a sealed envelope. Bids must be clearly marked with the name of the company submitting the bid, the Bid Number, and the date and time of opening. If bids/proposals are sent by mail to the Purchasing Office, the bidder shall be responsible for actual delivery of the bid to the Purchasing Office before the advertised date and hour of opening of bids. If mail is delayed either in the postal services or in the internal mail system of Hays county beyond the date and hour set for the bid opening, those bids will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made to bids before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of Hays County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Manager and the approval of Commissioners Court.

Hays County is tax exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

Hays County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

NO oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Request from interested bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via email, to cindym@co.hays.tx.us.

All documents associated with this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid Number on the Hays County website (www.co.hays.tx.us) Bid Listings under Purchasing.

It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal

Signature Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive. Failure to complete and the submission of all required forms will be grounds for rejection of entire bid.

All insurance requirements, including Workers' Compensation as outlined in the Texas State Statutes, shall be met prior to any delivery and shall remain in effect during the life of this contract.

All bids shall specify terms and conditions of payment which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before thirty (30) from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Auditor, the review, inspection and processing procedures can be completed as specified.

Invoices shall be sent directly to the Hays County Auditor, Attention: Accounts Payable, 712 S Stagecoach Trail, Suite 1071, San Marcos, Texas 78666. It is the intention of Hays County to make payment on completed orders within thirty (30) days after receipt of invoice. Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Hays County Purchase order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The contract may be terminated by either party upon written thirty (30) day notice prior to cancellation.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities if any kind. However, Hays County reserves the right to waive any irregularities and to make award in the best interest of the County.

Hays County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids
- Bids containing any irregularities
- Unbalanced value of any items

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders
- Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated
- The bidder being interested in any litigation against Hays County
- The bidder being in arrears on any existing contract or having defaulted on a previous contract
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded
- Bidders shall not owe delinquent property tax in Hays County

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. Hays County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the bidder to determine the full extent of the exposures.

The successful bidder may not assign their rights and duties under an award without the written consent of the Purchasing Manager. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

Prices shall include all charges for freight, F.O.B inside delivered:

Hay County Sheriff's Department
1307 Uhland Road
San Marcos, Texas 78666

Delivery date is important to the County and may be part of the bid proposal and a factor in evaluation of each bid. Hays County considers delivery time to be that period elapsing from the time the individual order is placed until that order is received by the County at the specified delivery location. The delivery date indicates a guaranteed delivery to Hays County. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future County orders.

The County reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the County reserves the right to cancel the order without liability on its part.

Evaluation Criteria shall include, but is not limited to the following:

- Unit price
- Delivery
- Vendor's past performance record with Hays County
- Hays County's evaluation of vendor's ability to perform
- Hays County's experience with products bid
- Special needs and requirements of Hays County

Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

TECHNICAL SPECIFICATIONS

Hays County is requesting sealed bids to establish the minimum requirements for an open-circuit self-contained breathing apparatus (SCBA) that meet or exceed the following specifications:

- Full face piece assembly
- A removable, face piece-mounted, positive pressure regulator with air-saver switch
- An automatic dual path redundant pressure reducing regulator
- End-of-service time indicators
- A harness and back frame assembly for supporting the equipment on the body of the wearer
- A shoulder strap mounted, remote gauge indicating cylinder pressure
- A rapid intervention crew/universal air connection (RIC/UAC)
- Cylinder and valve assembly for storing breathing air under pressure

The successful bidder agrees to provide, at their own expense, a factory trained instructor for such time as the respirator user shall require complete instruction in the operation and maintenance of the respirator. Any exceptions to these specifications must be detailed in a separate attachment. The successful bidder must be a sales distributor, authorized by the manufacturer, to sell the equipment specified herein.

The SCBA shall maintain all NIOSH standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.

Additional items:

- 5 year contract to flow test the air packs with an option to renew the contract on a yearly basis after the initial contract period.
- In service training by factory trained personnel after the purchase has been delivered for all staff.
- Additional training as needed for new hires for the Jail by factory trained personnel.

VENDOR REFERENCES

Please list three (3) references, other than Hays County, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Hays County to determine your firm's ability to provide the intended goods or service of this bid. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

REFERENCE ONE

Company Name _____

Address _____

Contact Person and Title _____

Telephone _____

Email _____

Scope of Work _____

REFERENCE TWO

Company Name _____

Address _____

Contact Person and Title _____

Telephone _____

Email _____

Scope of Work _____

REFERENCE THREE

Company Name _____

Address _____

Contact Name and Title

Telephone

Email

Scope of Work

IFB 2013-B05 SELF CONTAINED BREATHING APPARATUS (SCBA)
BID PROPOSAL SHEET

<u>DESCRIPTION</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
SCOTT AP75	13 EACH	\$ _____	\$ _____
CYL&VLV ASSY, CARB, 45MIN, 4500	16 EACH	\$ _____	\$ _____
SCOTT PART 8000802 WALK AWAY BRACKET	16 EACH	\$ _____	\$ _____
AV3000 HT, KEVLAR HEADNET, SIZE LARGE	16 EACH	\$ _____	\$ _____
		TOTAL	\$ _____

Unit prices must include all charges for freight F.O.B. inside delivery.

Brand names are given for purposes of identification and to denote the standard of quality desired, and do not, in anyway, restrict bidders to a specific make and manufacturer.

(The Bidder must submit a fully descriptive brochure of product with bid)

BIDS ARE DUE NO LATER THAN 2:00 P.M. JULY 18, 2013

Invitation for Bid
CONTRACT

STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, The attached "Bid Package" which includes the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Hays County Commissioners' Court as the governing body of Hays County did on _____, 20__ award a contract to _____ (Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached "Bid Package"; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Hays County, Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor" or "bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes. THAT IN ACCORDANCE with the attached, the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Hays County, Texas, effective as of the date awarded above, if any.

VENDOR

HAYS COUNTY

BY: _____ BY _____
AUTHORIZED AGENT COUNTY JUDGE

ATTEST: _____
Liz Q. Gonzalez, Hays County Clerk

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners' Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County.

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

Name of Contracting Company

Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail address

Conflict of Interest Disclosure

Beginning January 1, 2006 a new State Law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses.

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Hays County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Hays County
- Businesses and individuals who seek to contract with Hays County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Hays County

The forms for reporting are available at:
www.ethics.state.tx.us/whatsnew/conflictforms.htm

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Hays County Clerk by mailing the completed form to:

Hays County Clerk
712 South Stagecoach Trail Ste. 2009
San Marcos, Texas 78666