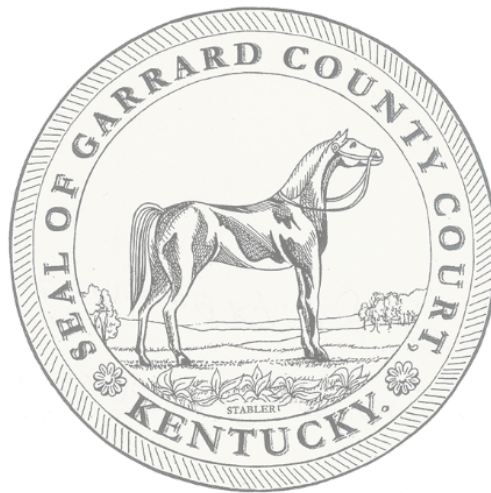


# **INVITATION FOR BID**

**CSEPP SCBA  
Bid #18-19/2**



**Garrard County Fiscal Court**  
**15 Public Square**  
**Lancaster, KY 40444**



## INVITATION FOR BID

**Bid No.: 18-19/2**

The Fiscal Court of Garrard County, Kentucky ("County"), is hereby soliciting competitive bids for the above-mentioned project. The successful bidder ("Bidder") will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding (if applicable), permits, and licenses to complete this project.

### General Bid Information

<b>Bid Title</b>	<b>CSEPP SCBA</b>
<b>Bid Type</b>	<b>Goods and Services</b>
<b>Bid Number</b>	<b>18-19/2</b>
<b>Bid Issued</b>	<b>December 5, 2018</b>
<b>Issuing Department</b>	<b>Chemical Stockpile Emergency Preparedness Program (CSEPP)</b>
<b>Pre-bid Meeting</b>	<b>None</b>
<b>Scheduled Publication Date</b>	<b>December 5, 2018</b>
<b>Bid Due Date</b>	<b>December 19, 2018 until 12:00 p.m.</b> Bids received after the time and date stated shall not be accepted. All timely submitted Bids are opened at the Submittal Address 15 minutes after they are due.

### Instructions for Submitting Bids

<b>Submittal Address</b>	Garrard County Fiscal Court-CSEPP Attn: Jay Overman 15 Public Square Lancaster, KY 40444
<b>Submittal Copies</b>	One (1) Original
<b>Submittal Envelope Requirements</b>	Bids must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none"><li>• Bid Number and Title</li><li>• Name of Your Company</li><li>• Address</li><li>• Phone Number</li></ul>
<b>Late Submittals</b>	Bids received after the time and date stated in the Bid Due Date section shall not be accepted.

## How to Obtain Bid Documents

Bid documents may be obtained from the location(s) indicated in the table below:

Location	Address
<b>Physical Location</b>	Garrard County Emergency Operations Center 278 Precision Ct. Lancaster, KY 40444  Monday through Friday 9:00 AM to 4:00 PM Wednesday 9:00 AM to 12:00 PM (859) 792-7120
<b>Website</b>	<a href="http://garrardcounty.us/index.php/ema-csepp/">http://garrardcounty.us/index.php/ema-csepp/</a>  Or navigate to the Garrard County main website at: <a href="http://garrardcounty.us/">http://garrardcounty.us/</a> , then select on "Departments" from the banner on the top of the page, then select "EMA / CSEPP", and then scroll down to download the Bid.

## Questions about the Bid or Request for Information

Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

<b>Primary Contact</b>	Jay Overman  Fax: (859) 792-7120 Email: <a href="mailto:joverman@garrardcounty.us">joverman@garrardcounty.us</a>
<b>Question/RFI Due Date</b>	<b>December 12, 2018 until 12:00 p.m.</b>  Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
<b>Response Date</b>	<b>December 14, 2018</b>  All pertinent questions will be responded to <b>via addendum</b> faxed (or emailed) to all prospective Bidders and placed on the County's website. Bidders who did not receive a copy of the addendum should download it from the County's website. See the "How to Obtain Bid Documents" section for our web address. All addenda must be acknowledged on the Bid Form.

## Full Opportunity

The County's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age, physical or mental disability, veteran status, marital status, or sexual orientation. The successful Bidder shall comply with the County's Non-Discrimination Policy.

**Title VI Solicitation Notice:** Garrard County, in accordance with the provisions of Title VI of the

Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The County reserves the right to reject any or all Bids, to waive any irregularities or informalities not affected by law, to evaluate the Bids submitted, and to award the Contract (or Purchase Order) according to the Bid which best serves the interests of the County.

## Product Specification

### Bid No.: 18-19/2, CSEPP SCBA

The Chemical Stockpile Emergency Preparedness Program of Garrard County is responsible for the readiness of local emergency response agencies in the event of a chemical accident at Blue Grass Army Depot that could potentially affect residents of the surrounding communities. A major aspect of that readiness is providing respiratory protection of emergency personnel. The County is looking to purchase the below equipment that is consistent with current inventories of SCBA and Air Purifying Respirator equipment.

Bids may only be provided by authorized partner/resellers for Scott, and proof is required. To be considered a responsive, responsible bidder, the bidder shall certify that they are an authorized Scott Partner and/or Reseller in the Detail Bid Form, Enclosure B.

Line No.	PRODUCT DESCRIPTION	QUANTITY
1	Scott AIR-PAK X3 PRO, parachute buckles, 4500 PSI, standard belt, quick connect regulator, dual EBSS, PASS with Pak-Tracker	5
2	4500PSI Carbon 45 min CGA Valve	5
3	Scott AV-3000 HT Facepiece	15
4	Scott EPIC 3 Voice Amplifier	15
5	Scott 40MM Adapter	15
6	RIT System	2



## INSTRUCTIONS TO BIDDER

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### **Bid Submission:**

The submission of a Bid shall be considered conclusive evidence that the Bidder has fully investigated and understands all conditions related to the Bid. The Bidder has read and become familiar with all of the Bid Documents, Attachments, Enclosures, and any Contract or Agreements. No claim for adjustment of the provisions of the Agreement shall be honored on the grounds that the Bidder was not fully informed as to its terms or any of these conditions. No verbal interpretation provided to any Bidder as to the meaning or consequence of any portion of the Bid, the Bid Documents or the Contract or Agreement shall be considered binding on the County. No Bids shall receive consideration by the County unless made in accordance with the following instructions:

1. The County. The County is legally known as Garrard County. The County is the local government of Garrard County and issues Purchase Orders under the name "Garrard County." The County has exclusive control and management of all County facilities and properties located in Garrard County, Kentucky, and no other agency or department of Garrard County may issue Purchase Orders with respect to these facilities and properties.
2. Definition of Bidder: The terms "Bidder", "Consultant", "Contractor", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this Invitation for Bid or any attachments, are used interchangeably to refer to the company or firm submitting a Bid in response to this Invitation for Bid.
3. Deadline for Receipt of Bids and Multiple Bids: Bids must be sealed and delivered to the location listed in the Invitation to Bid no later than the time specified in the invitation. Any Bids received after the time stated shall not be opened and not accepted. No person, Bidder, firm, or corporation shall be allowed to make or file or be interested in more than one Bid unless alternate Bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or make a Prime Bid.
4. Requests for Information: Any questions relative to the Bid should be in writing and directed to the designee specified in the Invitation for Bid and by the deadline for receipt of questions.
5. Bid Information: The information contained in this Bid is provided for the convenience of the Bidders. The County does not represent or warrant the accuracy of any financial or statistical information contained in this Bid. In addition, any information contained in any other documents issued by the County, about the County, may only be relied upon by a Bidder at its sole risk. It is the responsibility of the Bidder and other interested parties to assure themselves that the information in this Bid packet is accurate and complete. The County, its employees, and advisors, will have no liability arising out of the inaccuracy of any such information.
6. Bid Forms: Bids must be made on forms provided by the County, unless otherwise specified. All items on the form should be filled out. Numbers should be stated in figures and written, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Discrepancies between multiplication of units of work and unit prices

will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum. In case of conflict between words and numerals, the words shall govern.

7. Withdrawal of Bid: Bids may be withdrawn by the Bidders prior to the time fixed for the opening of Bids, but may not be withdrawn after the opening of Bids.
8. Responsible Bidder: A Responsible Bidder is defined as a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work or provide the goods. The County may conduct such investigation as the County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders. The County shall have the right to communicate directly with Bidder's surety regarding Bidder's guaranty.  

The County will be the sole determinate of whether a Bidder is considered a Responsible Bidder.
9. Addenda: Any addenda issued during the time of bidding shall become a part of the drawings and specifications issued to Bidders for the preparation of their Bids, and shall constitute a part of the Contract Documents. All addenda shall be numbered and dated and shall be acknowledged by the Bidder on the Bid Form.
10. Minor Informalities, Rejection of Bids and Award of Contract: The County reserves the right to waive any non-substantial or immaterial irregularities in the Bid and the right to accept or reject any and all Bids, or to accept or reject any portion or combination thereof, or award on the basis of Bid Elements or Total Bid Price, when to do so is in its own best interest. If an award is made, the County will recommend a Contract (or Purchase Order) be awarded within sixty (60) calendar days after opening of Bids to the lowest responsive, responsible Bidder complying with the requirements of the Contract Documents, subject to the Fiscal Court's approval (if required). The time for awarding the Contract (or Purchase Order) may be extended by the County with the consent of the lowest responsive Bidder. If the County does not recommend a Contract (or a Purchase Order) to be awarded to the lowest responsive, responsible Bidder, then the Bid will be cancelled.
11. Bid Exceptions: All exceptions to the plans and specifications which are taken in response to this Bid must be stated clearly. The taking of Bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the Bid.
12. Discounts: Any discounts which the Bidder desires to provide the County must be stated clearly on the Bid Form itself so that the County can calculate properly the net cost of the Bid. Offers of discounts or additional services not delineated on the Bid Form will not be considered by the Court in the determination of the lowest responsive, responsible Bidder.
13. Quantities: The quantities shown are approximate. The County reserves the right to increase or decrease quantities as desired.
14. Prices: Bidders must quote prices Free on Board (F.O.B). Destination; the County, unless otherwise noted. Prices should be stated in the units specified and Bidders should quote each item separately.
15. Samples: On request, samples of the products being supplied shall be furnished

to the County at no cost to the County.

16. Special Brand Names: In describing any item, the use of a manufacturer or special brand, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, does not restrict bidding to that manufacturer or special brand (unless specifically noted), but is intended only to indicate quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. If a Bidder is requesting substitution of "or equal" item, the make and grade of the article on which the Bid is submitted must be stated in the Bid Form and illustrations and catalogue information submitted. The County has the sole right to make all decisions on products and supplier selection of "or equal" substitutes.
17. Container Costs and Delivery: All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the Federal, County, State, and City laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.
18. Bid Negotiations: A Bid response to any specific item of this Bid Document with terms such as "negotiable", "will negotiate" or similar, will be considered as non-compliance with that specific term.
19. Purchases by Other Public Agencies, the County, and Additional Quantities: Bidder agrees to extend identical prices and services under the same terms and conditions to other public agencies and the Court (known as "Piggybacking"). Other public agencies may piggyback on this contract for the goods/services and purchase directly from Bidder without additional competitive processes. Each participating agency will execute its own Contract with the Bidder for its requirement and payment will be made directly by the participating agency. Following any initial purchase(s) by the County, additional quantities of the goods/services listed herein, may be purchased to replace or supplement existing purchases.
20. Prevailing Law: In the event of any conflict or ambiguity between these instructions and State or Federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the Bid shall conform to all applicable requirements of Local, State and Federal laws.
21. Governing Law and Venue: The Bid Documents, Specifications and related matters shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Legal actions relating to the Bid Documents, Specifications and related matters shall only be brought in the Federal or State Courts of Garrard County, Kentucky, to which jurisdiction Bidder irrevocably submits.
22. Examination of Work Site: If applicable, before submitting a Bid, Bidders shall visit the site of the proposed work and shall fully inform themselves of all conditions in and about the work site, the building or buildings, if any, and any work that may have been done thereon. However, no Bidder shall visit the site without prior authorization by the County.
23. Licenses: Each Bidder, and their subcontractors, if any, must possess all appropriate and required licenses (including a Kentucky Contractor's License, if applicable) or other permits to perform the work or provide the goods as identified in this Bid packet. Upon request, each Bidder shall furnish the County



with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the County's satisfaction may result in rejection of the Bid.

24. Public Records Act: Per the Kentucky Open Records and Meetings Acts, the County may be obligated to make available to the public the submitted Bids and all correspondence and written questions submitted during the Bid process. Any trade secrets or proprietary financial information, which a Bidder believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such. The County reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.
25. Protest Procedures: Any Bidder that has timely submitted a responsive bid that contends or claims that the County's proposed award of the subject contract fails to comply with the County's rules and regulations or with law must file a protest in accordance with the provisions set forth below:
  1. Any protest must be submitted in writing to John Wilson, Judge Executive, and received by the County no later than 12:00 p.m. by the Wednesday following the date of Bid opening.
  2. The protest must include the name, address and telephone number of the person representing the protesting party.
  3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest including referencing the specific portion of the solicitation document that forms the basis for the protest, and including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.
  4. The party filing a protest must also transmit a copy of the initial protest document (and any attached documentation) concurrently to all other Bidders and any other parties that have requested such notice at the time of the filing of the protest. Any protest not conforming to the foregoing shall be rejected by the County without recourse.
26. Bidder's Relationship: The Bidder's relationship to the County shall be that of independent contractor and shall not be deemed to be that of an officer, agent, or employee of the County.



**BID FORM (Page 2 of 3)**  
**Bid No.: 18-19/2, CSEPP SCBA**

**Agreement Terms Continued**

2. The undersigned has checked carefully all the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.
3. Garrard County reserves the right to reject any or all Bids, to waive any irregularities or informalities not affected by law, to evaluate the Bids submitted and to award the Contract (or Purchase Order) according to the Bid which best serves the interests of the County.
4. All pages of this Bid Form must be completed and signed in ink. The Bid will be awarded to the lowest responsive, responsible Bidder(s).

**Addenda Acknowledgement**

The following addenda are acknowledged in this Bid: \_\_\_\_\_  
(Indicate the addenda numbers that you received.)

Bidder's Name: \_\_\_\_\_ Initials: \_\_\_\_\_

**BID FORM (Page 3 of 3)**  
**Bid No.: 18-19/2, CSEPP SCBA**

**Bidder Information and Signatures**

Bidder's Company Name: \_\_\_\_\_

Bidder's Company DUNS Number: \_\_\_\_\_

Contact Person (print name and title): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Signature (\*): \_\_\_\_\_

(If Corporation by Chairman, President or VP. If Partnership by Partner.)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Attested By (\*): \_\_\_\_\_

(If Corporation, by Chairman, President, Vice President, Secretary, or Treasurer. If Partnership, by Partner.)

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

\* NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature(s) of the partner or partners authorized to sign Contracts on behalf of the partnership.

**Bid No.: 18-19/21, CSEPP SCBA  
Detail Bid Form**

**Note:** This Detail Bid Form must be completed, signed, and returned with your bid.

<b>No.</b>	<b>Description</b>	<b>Price</b>
1	Scott AIR-PAK X3 PRO	\$
2	4500PSI Carbon 45 min CGA Valve	\$
3	Scott AV-3000 HT Facepiece	\$
4	Scott EPIC 3 Voice Amplifier	\$
5	Scott 40MM Adapter	\$
6	RIT System	\$
<b>Sub-Total</b>		\$
<b>Total Bid Price</b>		\$
(Write this figure in the Total Bid Price on the Bid Form, Attachment 2)		

By submitting a bid, Bidder hereby certifies the following information (by checking the box below):

YES    NO	Bidder is a Scott Registered Partner and/or Reseller
YES    NO	Confirms to have sourced all Manufacturer products submitted in this offer from Manufacturer or through Manufacturer Authorized Channels only, in accordance with all applicable laws and policies at the time of purchase.

Account Representative: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

<b>Bidder's Name:</b>		<b>Title:</b>	
<b>Company Name:</b>			
<b>Authorized Signature:</b>		<b>Date:</b>	