



CUERPO DE BOMBEROS DE GUALACEO

CONTRACT NO. 008

PROCESS OF ACQUISITION OR SELECTION ABROAD FOR THE "ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES"

Appearing for the execution of this contract are the Gualaceo Fire Department, represented by Lieutenant Colonel (B) Technologist Hernán Santiago Lituma, with identity card No. 0101838167, in his capacity as Fire Chief, who will hereinafter be referred to as **LA CONTRACTING PARTY** ; and, on the other hand, Franklin Andrés Hinojosa Gabela , with ID number 1710586296 , as Legal Representative of the company MIRACLE & MILE SAFETY COMPANY CORP with Employer Identification Number 30-1039800, registered in Palm Beach Gardens, Florida/United States, hereinafter referred to as **THE CONTRACTOR** ; THE PARTIES agree under this contract, according to the following clauses:

Clause One: BACKGROUND.-

- 1.1. The Gualaceo Fire Department, in compliance with its constitutional and legal powers related to prevention, protection, relief, fire extinguishing and emergency response, incorporated into the Annual Procurement Plan for the fiscal year 2026 the process called: "ACQUIRING SELF-CONTAINED BREATHING EQUIPMENT" initially establishing the Electronic Reverse Auction modality as the procurement procedure, considering market conditions and the information available at the time of institutional planning;
- 1.2. On June 8, 2026, the Technologist Pmd. Sergeant (B) Fredy Israel Cuji Torres – FIREFIGHTER 2, as the requester, submits the REPORT OF DETERMINATION OF NEED No. 2026-040, whose object corresponds to the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIRE AND HAZARDOUS ATMOSPHERES OPERATIONS", accompanied by the technical specifications and supporting documentation necessary for the start of the procedure;
- 1.3. With the purpose of determining the most appropriate contracting method and ensuring the correct use of public resources, a preliminary analysis of the behavior of the national and international market was carried out, verifying the conditions of availability, specialization and technological development existing for this type of goods;



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- 1.4. As a result of the regulatory analysis carried out, it was determined that the Central Product Code CPC 481600124, corresponding to "Self-contained breathing apparatus", is included in the list issued by the National Public Procurement Service through Resolution No. RI-SERCOP-2023-0001, regarding the goods exempted from the National Production Verification procedure, a circumstance that legally and administratively enables the possibility of carrying out the contracting through Import or Purchase Abroad, subject to prior technical, economic and legal justification;
- 1.5. Through Memorandum No. CBG-CCPE-2026-156, jointly signed by Technologist Pmd. Sergeant (B) Fredy Israel Cuji Torres – FIREFIGHTER 2 and Attorney Juan Manuel Riquetti Tacuri – Public Procurement Coordinator (E), a change of contracting modality for the aforementioned process was requested, with the preliminary conclusion that it is appropriate to execute the contracting through Import or Purchase Abroad, under the provisions of Article 2 of the Organic Law of the National Public Procurement System; Articles 5, 6 and 9 of its General Regulations; Resolution No. RI-SERCOP-2023-0001 and other applicable regulations;
- 1.6. Through Official Letter No. CBG-SIE-2026-163, dated June 12, 2026, signed by Technologist Captain (B) Jaime Leonardo León Guillén, as Delegate of the Highest Authority, the preparation of the corresponding market, technical and economic study was ordered, with the purpose of determining the institutional convenience of the Import or Purchase Abroad modality for the acquisition of the required goods;
- 1.7. In compliance with said provision, on June 23, 2026, the TECHNICAL, ECONOMIC AND JUSTIFICATION REPORT TO DETERMINE THE CONVENIENCE OF THE IMPORT OR PURCHASE ABROAD MODALITY AND THE USE OF THE INCOTERM DDP (DELIVERED DUTY PAID) FOR THE "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES" was issued;
- 1.8. On July 1, 2026, through Memorandum No. CBG-J-2026-362, the Highest Authority indicates that the change of contracting modality originally planned through Electronic Reverse Auction to the Import or Purchase Abroad modality is authorized, as it constitutes the alternative that best guarantees efficiency, economy, quality, technological validity and the proper use of public resources, in accordance with current regulations;
- 1.9. There is a MARKET STUDY FOR THE DEFINITION OF THE REFERENCE BUDGET REPORT ON THE DETERMINATION OF THE



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NEED No. 2026-040, for the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES", where the reference budget is established;

- 1.10. Once all the necessary steps have been completed in the preparatory stage of the process; Budget Certification No. 200 dated July 10, 2026, issued by CPA Johana Ulloa, Budget Analyst (E), is attached, in compliance with the first paragraph of article 24 of the Organic Law of the National Public Procurement System, which states: "The entities, prior to the call, must certify the budgetary availability and the present or future existence of sufficient resources to cover the obligations derived from the contract (...)", in accordance with article 79 of the General Regulations of the LOSNCP;
- 1.11. By means of Official Letter No. CBG-J-2026-163 by the Gualaceo Fire Department, the request for authorization for the importation of goods corresponding to CPC 481600124 is issued to SERCOP, under the protection of articles 5, 6 and 9 of the General Regulations to the Organic Law of the National System of Public Procurement, within the process for the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES";
- 1.12. On July 20, 2026, SERCOP issued Official Letter No. SERCOP-DCPN-2026-0915-O, which concluded, "Based on the regulations previously stated, it is necessary to clarify that, when a contracting entity is going to import a product that is included in the list of goods and services categorized by CPCs, which do not have registered national production in public procurement, it is not necessary to carry out a prior process of verification of national production -VPN-, and therefore, no import authorization should be required, as it falls within the cases exempt from this requirement";
- 1.13. By means of Official Letter No. CBG- FICT-007-2026, dated July 21, 2026, the Tnlgo. PMd. Fredy Israel Cuji Torres – FIREFIGHTER 2, as the requesting area, requests the Highest Authority to initiate the selection procedure abroad (import) for the "ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES", according to the approved technical specifications, once the required documentation is available and in accordance with the regulations for this purpose;
- 1.14. On July 21, 2026, the Highest Authority forwarded Memorandum No. CBG-J-2026-406 to the Public Procurement Coordinator, indicating that, in response to Official Letter No. CBG-FICT-007-2026, dated July 21, 2026,



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and considering the documentation comprising the file for the process for the "ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES," and considering that, through Official Letter No. SERCOP-DCPN-2026-0915-O, dated July 20, 2026, the National Public Procurement Service reported that CPC 481600124 is exempt from the National Production Verification procedure and prior import authorization, I hereby order that the selection procedure be initiated in the external (Import or Purchase Abroad), complying with current regulations and continuing with the corresponding pre-contractual actions until their completion;

- 1.15. Through PUBLIC PURCHASES RESOLUTION No. PJ-2026-022, the administrative act of APPROVAL OF SPECIFICATIONS AND AUTHORIZATION TO START THE PROCESS FOR ACQUISITION OR SELECTION ABROAD of code PSE-CUERPO-DE-BOMBEROS-DE-GUALACEO-2026-001 is issued, whose object of the contract is the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIRE AND HAZARDOUS ATMOSPHERES OPERATIONS";
- 1.16. On July 22 of this year, the process for acquisition or selection abroad of code PSE-CUERPO-DE-BOMBEROS-DE-GUALACEO-2026-001 was published, whose object of the contract is the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIRE AND HAZARDOUS ATMOSPHERES" through the website www.bomberosgualaceo.gob.ec, a portal considered as an international medium, according to the acronym WWW "World Wide Web", "World Computer Network", logical system of access and search of information available on the internet, since it is an acquisition or selection outside of the Ecuadorian territory;
- 1.17. Through Circular No. CBG-J-2026-045 issued by the Highest Authority, the formation of the Technical Commission that will participate in the pre-contractual stage of the process for acquisition or selection abroad of code PSE-CUERPO-DE-BOMBEROS-DE-GUALACEO-2026-001 is notified, whose object of the contract is the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES OPERATIONS", in accordance with article 5 of PUBLIC PURCHASES RESOLUTION No. PJ-2026-022; according to the specifications and schedule approved for said process;
- 1.18. Through certification dated July 24, 2026, by the Coordinator of Public Procurement (E) and secretary of the commission, it is indicated that in strict compliance with the SELECTION DOCUMENTS FOR



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ACQUISITIONS ABROAD of the process code PSE-CUERPO-DE-BOMBEROS-DE-GUALACEO-2026-001, whose object is the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIRE AND HAZARDOUS ATMOSPHERES" and according to the schedule established in the contracting documents; It is noted that no emails related to questions or clarifications concerning the process PSE-CUERPO-DE-BOMBEROS-DE-GUALACEO-2026-001, whose purpose is the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES" were received until 2:00 PM on Friday, July 24, 2026, at the email address compras@bomberosgualaceo.gob.ec;

- 1.19.** On August 3, 2026, the Public Procurement Coordinator (E) and secretary of the commission, certifies that according to the schedule established in the contract documents; it is noted that until 15H00 on August 3, 2026, two (2) offers related to the process PSE-CUERPO-DE-BOMBEROS-DE-GUALACEO-2026-001, whose object is the "ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES" have been received in the email address compras@bomberosgualaceo.gob.ec;

"Offer 1

Supplier: MIRACLE & MILE SAFETY COMPANY CORP.

Date of receipt of the offer: August 3, 2026 at 10:09.

Download link:

<https://wettransfer.com/downloads/bfc5ec25e6a353b036ade28ddd48f06920260803150832/f2fd2469155b5e3cfbd61b7a2b801bc320260803150908/c1512c>

Number of files: 21 files

Offer 2

Supplier: DELCOR INTERNATIONAL LLC

Date of receipt of the offer: August 3, 2026 at 2:17 PM.

Number of files: 13 files";

- 1.20.** The designated Technical Commission, on August 5, 2026, carried out the evaluation of the submitted offers, resolving:

" Following the respective evaluation and qualification carried out by the Technical Commission responsible for carrying out the pre-contractual stage of the process, it is resolved:



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- 1) *RECOMMEND RATING THE OFFER, for fully complying with the requested parameters, of the following supplier:*
 - *MIRACLE & MILE SAFETY COMPANY CORP with Employer Identification Number 30-1039800, registered in Palm Beach Gardens, Florida / United States.*
 - 2) *RECOMMEND THE DISQUALIFICATION OF THE OFFER, for not fully complying with the requested parameters, of the following supplier:*
 - *DELCOR INTERNATIONAL LLC with Limited Liability Company No. L17000035202, registered in BRICKELL AVE MIAMI / United States.*
 - 3) *REQUEST THE HIGHEST AUTHORITY to authorize the Technical Commission to invite the supplier MIRACLE & MILE SAFETY COMPANY CORP with Employer Identification Number 30-1039800 to the negotiation session, as it is the only qualified offer.*
 - 4) *SEND THIS ACT to Lieutenant Colonel Technologist Hernán Santiago Lituma, as the highest institutional authority, for his knowledge and, if applicable, his approval, and subsequent processing that he will know how to give to this document”;*
- 1.21.** By means of memorandum No. CBG-J-2026-450, the Highest Authority indicates “ *In consideration of the Qualification Act of the offers dated August 5, 2026, corresponding to the process PSE-CUERPO-DE-BOMBEROS-DE-GUALACEO-2026-001, “ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIRE AND HAZARDOUS ATMOSPHERES OPERATIONS”, and once its content has been reviewed, this Headquarters accepts and approves the recommendations indicated in the act.*
- In view of the foregoing, it is authorized to proceed to invite the supplier MIRACLE & MILE SAFETY COMPANY CORP with Employer Identification Number 30-1039800 to the negotiation session, as it is the only qualified offer, strictly observing the provisions of the Organic Law of the National Public Procurement System, its General Regulations and other applicable current legal regulations, guaranteeing compliance with the principles of legality, transparency, equality and competition ”;*
- 1.22.** On August 7, 2026, the Technical Commission appointed to carry out the pre-contractual phase of the process for acquisition or selection abroad of code PSE-CUERPO-DE-BOMBEROS-DE-GUALACEO-2026-001, whose object of the contract is the “ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES OPERATIONS”, held the negotiation session with the supplier MIRACLE & MILE SAFETY COMPANY CORP with Employer Identification Number 30-1039800, successfully concluding the negotiation, agreeing to the following conclusions:



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"As a result of the negotiation session, the Technical Commission and the legal representative of the company MIRACLE & MILE SAFETY COMPANY CORP. agree to the following:

1. Confirm that the goods subject to contracting will fully comply with the technical specifications established in the tender documents and with the technical data sheets presented within the offer.

2. Ratify the economic value of the offer, accepting it for an amount of USD 111,824.88 (ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH 88/100), under the DDP negotiation term.

As an added value, the supplier commits to delivering the following at no additional cost to the institution:

- One (1) MSA brand self-contained breathing apparatus, model AirHawk II Air Mask, for industrial use, valued at approximately USD 6,500.00.

- An additional preventive maintenance six (6) months after delivery of the equipment, independent of the annual maintenance contemplated in the offer.

- A hydrostatic test for the air cylinders five (5) years after delivery.

3. Confirm that the delivery of the goods will be carried out at the facilities of the South Station "Crnl. Leonardo Arias M." of the Gualaceo Fire Department, located in the canton of Gualaceo, province of Azuay, Republic of Ecuador.

4. Confirm that the negotiation term for the import will be DDP (Delivered Duty Paid).

5. Ratify the delivery period of one hundred and eighty (180) days, counted from the notification to the contractor that the advance has been effectively credited to the account designated for this purpose.

6. Establish that the supplier will provide, at the time of delivery of the goods, technical training at the facilities of the Gualaceo Fire Department on the use, operation, preventive maintenance, battery operation, operational tests, use of the thermal camera and other aspects related to the equipment, and may also develop an additional topic required by the institution.

7. State that the supplier guarantees the availability of spare parts for a minimum period of five (5) years and a technical guarantee with the same validity.

8. Ratify the payment method provided for in the tender documents, corresponding to thirty-five percent (35%) as an advance payment and sixty-five percent (65%) upon delivery of the goods";

1.23. By Memorandum No. CBG-J-2026-459, the Highest Authority, in relation to the Negotiation Act, indicates that, "once its content has been reviewed, this Headquarters accepts and approves what was done and resolved in the aforementioned act.

In view of the foregoing, the corresponding administrative procedure for the awarding of the process is authorized to continue, strictly observing the



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provisions of the Organic Law of the National Public Procurement System, its General Regulations and other applicable current legal regulations, guaranteeing compliance with the principles of legality, transparency, equality and competition”;

- 1.24** With PUBLIC PROCUREMENT RESOLUTION No. PJ-2026-028 AWARDING THE PROCESS OF ACQUISITION OR SELECTION ABROAD FOR THE “ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES”, the Highest Authority, resolves “Article 1.- AWARD to the foreign supplier MIRACLE & MILE SAFETY COMPANY CORP with Employer Identification Number 30-1039800, registered in Palm Beach Gardens, Florida / United States, the process of Selection Abroad (Import) of code PSE-CUERPODE-BOMBEROS-DEGUALACEO- 2026-001, whose object is the “ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES DANGEROUS”, for the amount of \$111,824.88 (ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS OF THE UNITED STATES OF AMERICA WITH 88/100), value under negotiation term DDP - Gualaceo, according to the Negotiation carried out, with a term of 180 days counted from the day after the written notification by the administrator of the contract regarding the availability of the advance.
- Article 2.- NOTIFY the supplier MIRACLE & MILE SAFETY COMPANY CORP with Employer Identification Number 30-1039800, registered in Palm Beach Gardens, Florida / United States, at the email address registered in the offer, as it is a foreign supplier.
- Article 3.- DELEGATE to Sub-Officer (B) Technologist Jorge Eduardo Serrano González, FIREFIGHTER 4 (E), as administrator of the contract for the Selection process abroad (Import) of code PSE-CUERPO-DE-BOMBEROS-DEGUALACEO- 2026-001, whose object is the “ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIRE AND HAZARDOUS ATMOSPHERES OPERATIONS”, who will ensure the full and timely compliance with each and every one of the obligations derived from it.
- Article 4.- NOTIFY the scope of this Resolution to the previously designated delegate, for which he must observe the provisions of the Organic Law of the National Public Procurement System, its General Regulations for application, the respective specifications, terms of reference and other enabling documents, the servant assuming all the responsibilities that the exercise of this delegation implies.
- Article 5.- ORDER the Public Procurement Coordinator to publish this resolution on the official website www.bomberosgualaceo.gob.ec, a portal considered an international medium, according to the acronym WWW “World Wide Web”, “World Computer Network”, a logical system for accessing and searching for information available on the internet, in



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addition to the public procurement portal, as provided in Article 21 of the Organic Law of the National Public Procurement System (regarding publication), since it is an acquisition or selection outside of Ecuadorian territory.

Second Clause: INTERPRETATION OF THE CONTRACT.-

2.1. The terms of the contract shall be interpreted literally, in order to clearly reveal the intention of the contracting parties. In any case, their interpretation follows the rules below.

2.1.1. When terms are defined in the regulations of the National Public Procurement System or in this context, they will be considered in their literal sense.

2.1.2. If the terms are not defined, their natural and obvious meaning shall apply, in accordance with the contractual purpose and the intention of the contracting parties. In the event of any contradictions between the contract and its supporting documents, the provisions of the contract shall prevail.

2.1.3. The context will serve to illustrate the meaning of each of its parts, so that there is due correspondence and harmony between them all.

2.1.4. In the event that the aforementioned numerals do not apply, the provisions of the Civil Code of the Republic of Ecuador shall apply, as determined by the PARTIES by mutual agreement and in accordance with the rules contained therein.

Clause : CONTRACT DOCUMENTS.-

3.1. The following documents form an integral part of the contract:

3.1.1. The tender document, including the technical specifications and/or terms of reference for the object of the contract.

3.1.2. The General Conditions of the contracts published and in force at the date of invitation on the SERCOP institutional page.

3.1.3. Budgetary Certification No. 200 dated July 10, 2026, which certifies the existence of the budgetary items and availability of resources, for the fulfillment of the obligations derived from the contract.



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3.1.4. The offer submitted by THE CONTRACTOR, with all its accompanying documents.

3.1.5. The Negotiation Minutes held on August 7, 2026.

3.1.6. The Technical Guarantee presented by THE CONTRACTOR.

3.1.7. The Policy for the proper use of the advance and the Policy for faithful compliance with the Contract, in favor of the Gualaceo Fire Department.

3.1.8. The PUBLIC PROCUREMENT RESOLUTION No. PJ-2026-028 AWARD OF THE PROCESS OF ACQUISITION OR SELECTION ABROAD FOR THE "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES OPERATIONS", where the Administrative Act of Award is issued.

3.1.9. The documents that prove the quality of the appearing parties and the capacity to sign this legal instrument.

Fourth Clause: OBJECT OF THE CONTRACT.-

4.1. THE CONTRACTOR agrees with THE CONTRACTING PARTY to execute this legal instrument for the "ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES" according to the Technical Specifications, the report on the determination of the need, the awarded offer and the Terms and Conditions of the Selection Process Abroad (Import) of code PSE-CUERPODE-BOMBEROS-DEGUALACEO- 2026-001, whose object is the "ACQUISITION OF SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES" which are attached and form an integral part of this Contract.

4.2. TECHNICAL SPECIFICATIONS

SELF-CONTAINED BREATHING APPLIANCES FOR OPERATIONS FIRE AND HAZARDOUS ATMOSPHERES PROTECTION WITH THERMAL CAMERA.		
AMOUNT		
2		
Item	Component	Minimum technical specifications



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1	Regulations	• The self-contained breathing apparatus must comply with current approval from the National Institute for Occupational Safety and Health, NIOSH, under standard 42 CFR Part 84. • The equipment must comply with the applicable requirements of NFPA 1970:2025 for open-circuit self-contained breathing apparatus, SCBA, for emergency services. • The PASS system must comply with the applicable requirements of NFPA 1970:2025.
2	Mask	• The mask must be available in sizes S, M, and L, at a minimum. The supplier must provide custom sizing for the staff designated by the institution. • It must have a panoramic lens with a wide field of view, resistant to impacts, high temperatures and fogging. • It must be equipped with a mechanical diaphragm that allows for increased speech clarity. • The face seal must be made of hypoallergenic material that is resistant to heat and flame. • The head harness system must have a minimum of four adjustment points and be made of fire-resistant material. • It must have a visual system integrated into the regulator for monitoring pressure and SCBA alarms, visible to the user. • The mask should not have any electronic components, in order to reduce weight and user fatigue. • The design should offer low breathing resistance and allow for adequate decontamination and cleaning.
3	Regulator	• The regulator must be connected to the mask using a quick and secure connection system. • The system must allow for quick decoupling via simple operation. • The regulator must be equipped with a variable flow bypass, which activates in case of obstruction or failure of the second stage regulator, allowing the user to open the knob to generate a continuous flow of air. • It must have an electronic module for the operation of the HUD visual information system in



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		mask and the electronic verbal communication system. • The hose must be resistant to high temperatures and the conditions typical of firefighting operations. • The equipment must be equipped with a protective membrane on the diaphragm, which prevents the impregnation of chemical, biological, radiological and nuclear agents, CBRN.
4	Pressure reducer	• The system must have a high-resistance pressure reducer for operation in emergency services. • It must include an audible low pressure alarm that activates between 29% and 33%, for an operating pressure of 4500 psi. • The reducer body must be made of material resistant to corrosion, wear and impacts. • The cylinder connection must be of the threaded type. • It must have a connection for emergency or rapid intervention air supply, and have an LED light above the connection to facilitate its location.
5	Harness	• The harness must be made of fire-resistant materials that are easy to clean or decontaminate. • The shoulder straps must be adjustable and have an anti-slip system. • The harness must incorporate high-visibility retroreflective elements. • The backplate should facilitate the transport, placement, and storage of the equipment. • The cylinder fixing system must ensure a secure hold during operations. • The design should allow for adequate mobility and ergonomic weight distribution of the equipment. • The equipment must have a visual lighting system integrated into the harness or the SCBA structure, visible from different angles and in low visibility conditions, which allows quick identification of the pressure level or available air in the cylinder using color indicators.



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6	Power system	• The equipment must have a centralized power supply system for the integrated electronic components. • The battery module must be rechargeable, lithium-ion. • The power supply module must allow the recording of data and information related to the operation of the SCBA.
7	PASS Device	• The equipment must have an integrated PASS device. • The system must provide visual and audible emergency and man down alarms. • The PASS control module must have an analog display and a color LCD digital display, which provide vital equipment information such as cylinder pressure, battery status, alarms, temperature and calculation of remaining breathing time. • The device should activate automatically during SCBA use. • The system must provide information related to pressure, alarms, and the operating status of the equipment. • The module must be resistant to impacts, humidity, and firefighting operating conditions.
8	Communication system	• The equipment must have a voice amplification module integrated into or attachable to the regulator or harness of the SCBA, which allows for improved user communication during emergency operations. • The communication system must activate automatically when the SCBA electronic system is energized and/or when the cylinder is opened. • The module must provide clear and audible amplification of the user's voice in fire-fighting operating environments. • The system must allow its activation and deactivation by means of a control button, with acoustic and/or visual indication of operation.
9	Thermal imaging system	• The equipment must include a thermal camera system integrated into or attachable to the user's control system for firefighting operations.



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		• It must be resistant to high temperatures, humidity and impacts typical of firefighting operations. • The system must operate using the SCBA power supply or an equivalent integrated power supply. • The camera must have a minimum configuration of five different color palettes, customizable by the user via software. • The integrated thermal camera should have a sleep mode to save energy when not in use. • The temperature measurement range should be from 0 °C to 500 °C. • The detection distance must be at least 145 meters.
10	Cylinder	• The cylinder must be for compressed air of 4500 psi, with a minimum nominal autonomy of 45 minutes. • It must be made of high-strength composite material. • The cylinder must have visibility elements for night operations or low light environments. • The valve must include an integrated pressure gauge. • The connection must be threaded.
11	Case	• The equipment must include a sturdy case or storage and transport system for the protection of the SCBA.
12	Warranty	• The manufacturer or supplier must provide a minimum 5-year warranty against manufacturing defects.
13	Certificates	• The bidder must submit certificates of compliance with NFPA standards and NIOSH approval applicable to the equipment offered. • The bidder must submit a document proving representation, distribution or current commercial authorization issued by the manufacturer.
14	Date of Manufacture	• Self-contained breathing apparatus and cylinders must be new and manufactured within the year of delivery or, at most, the immediately preceding year.



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SELF-CONTAINED BREATHING APPLIANCES FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES - STANDARD		
QUANTITY: 6		
Item	Component	Minimum technical specifications
1	Regulations	• The self-contained breathing apparatus must comply with current approval from the National Institute for Occupational Safety and Health, NIOSH, under standard 42 CFR Part 84. • The equipment must comply with the applicable requirements of NFPA 1970:2025 for open-circuit self-contained breathing apparatus, SCBA, for emergency services. • The PASS system must comply with the applicable requirements of NFPA 1970:2025.
2	Mask	• The mask must be available in sizes S, M, and L, at a minimum. The supplier must provide custom sizing for the staff designated by the institution. • It must have a panoramic lens with a wide field of view, resistant to impacts, high temperatures and fogging. • It must be equipped with a mechanical diaphragm that allows for increased speech clarity. • The face seal must be made of hypoallergenic material that is resistant to heat and flame. • The head harness system must have a minimum of four adjustment points and be made of fire-resistant material. • It must have a visual system integrated into the regulator for monitoring pressure and SCBA alarms, visible to the user. • The mask should not have any electronic components, in order to reduce weight and user fatigue. • The design should offer low breathing resistance and allow for adequate decontamination and cleaning.
3	Regulator	• The regulator must be connected to the mask using a quick and secure connection system. • The system must allow for quick decoupling via simple operation. • The regulator must be equipped with a variable flow bypass that activates in case of obstruction



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		or failure of the second stage regulator, allowing the user to open the knob to generate a continuous flow of air. • It must have an electronic module for the operation of the HUD visual information system in mask and the electronic verbal communication system. • The hose must be resistant to high temperatures and the conditions typical of firefighting operations. • The equipment must be equipped with a protective membrane on the diaphragm, which prevents the impregnation of chemical, biological, radiological and nuclear agents, CBRN.
4	Pressure reducer	• The system must have a high-resistance pressure reducer for operation in emergency services. • It must include an audible low pressure alarm that activates between 29% and 33%, for an operating pressure of 4500 psi. • The reducer body must be made of material resistant to corrosion, wear and impacts. • The cylinder connection must be of the threaded type. • It must have a connection for emergency or rapid intervention air supply, and have an LED light above the connection to facilitate its location.
5	Harness	• The harness must be made of fire-resistant materials that are easy to clean or decontaminate. • The shoulder straps must be adjustable and have an anti-slip system. • The harness must incorporate high-visibility retroreflective elements. • The backplate should facilitate the transport, placement, and storage of the equipment. • The cylinder fixing system must ensure a secure hold during operations. • The design should allow for adequate mobility and ergonomic weight distribution of the equipment. • The equipment must have a visual lighting system integrated into the harness or the SCBA structure, visible from different angles and in low visibility conditions, which allows quick identification of the



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		pressure level or available air in the cylinder using color indicators.
6	Power system	• The equipment must have a centralized power supply system for the integrated electronic components. • The battery module must be rechargeable, lithium-ion. • The power supply module must allow the recording of data and information related to the operation of the SCBA.
7	PASS Device	• The equipment must have an integrated PASS device. • The system must provide visual and audible emergency and man down alarms. • The PASS control module must have an analog display and a color LCD digital display, which provide vital equipment information such as cylinder pressure, battery status, alarms, temperature and calculation of remaining breathing time. • The device should activate automatically during SCBA use. • The system must provide information related to pressure, alarms, and the operating status of the equipment. • The module must be resistant to impacts, humidity, and firefighting operating conditions.
8	Communication system	• The equipment must have a voice amplification module integrated into or attachable to the regulator or harness of the SCBA, which allows for improved user communication during emergency operations. • The communication system must activate automatically when the SCBA electronic system is energized and/or when the cylinder is opened. • The module must provide clear and audible amplification of the user's voice in fire-fighting operating environments. • The system must allow its activation and deactivation by means of a control button, with acoustic and/or visual indication of operation.
9	Cylinder	• The cylinder must be for compressed air of 4500 psi, with a minimum nominal autonomy of 45 minutes.



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		- It must be made of high-strength composite material. - The cylinder must have visibility elements for night operations or low light environments. - The valve must include an integrated pressure gauge. - The connection must be of the threaded type.
10	Case	The equipment must include a sturdy case or storage and transport system, intended for the protection of the SCBA.
11	Warranty	The manufacturer or supplier must provide a minimum five-year warranty against manufacturing defects.
12	Certificates	- The bidder must submit certificates of compliance with the NFPA standards and NIOSH approval applicable to the equipment offered. - The bidder must submit a document that proves the representation, distribution or current commercial authorization, issued by the manufacturer.
13	Date of manufacture	Self-contained breathing apparatus and cylinders must be new and correspond to the year of delivery or, at most, the immediately preceding year.

CHARGER AND CHARGING SYSTEM		
QUANTITY: 1		
Item	Component	Minimum technical specifications
1	Charger	- The equipment must include a fast charger capable of fully charging the batteries in a maximum time of 6 hours. - It must include a compact and portable charging station. - The charging station may have a minimum capacity for simultaneous charging of up to 6 batteries.



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REPLACEMENT CYLINDERS FOR SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES		
QUANTITY: 3		
Item	Component	Minimum technical specifications
1	Cylinder	• The cylinder must be for compressed air of 4500 psi, with a minimum nominal autonomy of 45 minutes. • It must be compatible with the harnesses of the self-contained breathing apparatus acquired in this process. • It must be made of high-strength composite material. • The cylinder must have visibility elements for night operations or low light environments. • The valve must include an integrated pressure gauge. • The connection must be of the threaded type.

REPLACEMENT MASK FOR SELF-CONTAINED BREATHING APPARATUS FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES		
QUANTITY: 3		
Item	Component	Minimum technical specifications
1	Mask	• The mask must be available, at a minimum, in sizes S, M and L, and the supplier must provide custom sizing to the staff designated by the institution. • It must have a panoramic lens with a wide field of view, resistant to impacts, high temperatures and fogging. • It must be equipped with a mechanical diaphragm that allows for increased speech clarity. • The face seal must be made of hypoallergenic material that is resistant to heat and flame. • The head harness system must have a minimum of four adjustment points and be made of fire-resistant material. • It must have a visual system integrated into the regulator for monitoring pressure and SCBA alarms, visible to the user. • The mask must not have any electronic components, in order to reduce weight and user fatigue. • The design should offer low breathing resistance and allow for adequate decontamination and cleaning. • It must be compatible with the harnesses of the self-contained breathing apparatus that will be acquired in this process.



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- 4.4. The CONTRACTOR undertakes to the Gualaceo Fire Department to fulfill and deliver satisfactorily the goods listed in the Technical Specifications offered in its bid through the different technical data sheets of the products offered, and the different goods must be of the same BRAND and MODEL according to the accepted bid and which forms an integral part of this contract.
- 4.5. Of the different goods that require stipulating the corresponding sizes and color necessary by THE CONTRACTING PARTY, these will be stipulated by the Contract Administrator during the contractual execution, and a record will be kept with THE CONTRACTOR.
- 4.6. According to the Negotiation Agreement entered into between the parties on August 7, 2026, THE CONTRACTOR agrees to provide THE CONTRACTING PARTY with the following as added value, at no additional cost to the institution:
- One (1) MSA brand self-contained breathing apparatus, model AirHawk II Air Mask, for industrial use, valued at approximately USD 6,500.00.
 - An additional preventive maintenance six (6) months after delivery of the equipment, independent of the annual maintenance contemplated in the offer.
 - A hydrostatic test for the air cylinders five (5) years after delivery.

Clause Five: CONTRACT PRICE.-

- 5.1. The value of this contract, which THE CONTRACTING PARTY will pay TO THE CONTRACTOR, is \$111,824.88 (ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND 88/100 CENTS OF THE UNITED STATES OF AMERICA), value under negotiation term DDP - Gualaceo, according to the result of the Negotiation carried out by the parties, as well as the PUBLIC PURCHASES RESOLUTION No. PJ-2026-028, administrative act by means of which it is awarded.
- 5.2. The prices agreed in the contract will be the sole compensation to THE CONTRACTOR for all its costs, including international transport, insurance, logistics coordination, document management, customs processes, nationalization of goods and any contingencies arising from foreign trade.



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5.3. In accordance with section 5.3 TABLE OF QUANTITIES AND PRICES detailed in the single form of the offer submitted by THE CONTRACTOR, the unit prices of the goods that are part of the object of the contract are detailed:

No	Descripción del bien	Unidad	Cantidad	Precio Unitario	Precio Global
1	EQUIPOS DE RESPIRACIÓN AUTÓNOMA PARA OPERACIONES CONTRA INCENDIOS Y ATMÓSFERAS PELIGROSAS CON CÁMARA TÉRMICA.	Unidad	2	\$ 14,237.52	\$ 28,475.04
2	EQUIPOS DE RESPIRACIÓN AUTÓNOMA PARA OPERACIONES CONTRA INCENDIOS Y ATMÓSFERAS PELIGROSAS ESTÁNDAR	Unidad	6	\$ 12,185.08	\$ 73,110.48
3	CARGADOR Y SISTEMA DE CARGA	Unidad	1	\$ 1,461.66	\$ 1,461.66
4	CILINDROS DE REPUESTO PARA EQUIPOS DE RESPIRACIÓN AUTÓNOMA PARA OPERACIONES CONTRA INCENDIOS Y ATMÓSFERAS PELIGROSAS	Unidad	3	\$ 2,221.23	\$ 6,663.69
5	MÁSCARA DE REPUESTO PARA EQUIPOS DE RESPIRACIÓN AUTÓNOMA PARA OPERACIONES CONTRA INCENDIOS Y ATMÓSFERAS PELIGROSAS	Unidad	3	\$ 704.67	\$ 2,114.01
Total					\$ 111,824.88

Clause Six: METHOD OF PAYMENT.-

6.1. The payment for this contract will be made from the funds of THE CONTRACTING PARTY, from the budget item: 8.4.01.04 "Machinery and Equipment"; according to the Budget Availability certification No. 200, issued by CPA. Johana Ulloa, Budget Analyst (E) of the Gualaceo Fire Department, dated July 10, 2026.

6.2. The payment method will be as follows:

6.2.1. An advance payment of 35% of the value of this contract will be made once the corresponding guarantees are submitted. (These guarantees will include a performance bond for 5% of the total contract value, a guarantee for the proper use of the advance payment for the amount of the advance payment, and the technical guarantees requested in the tender documents).

6.2.2. 65% of the contract value will be paid upon delivery, once the supplier has fulfilled the contract's objectives and delivered the specified products along with the required documentation. Payment will be conditional upon verification and approval by the contract administrator regarding the fulfillment of the contractual objectives



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and the submission of the corresponding supporting documentation.

- 6.3. All payments made to THE CONTRACTOR on behalf of this contract shall be made subject to the agreed price, to the satisfaction of THE CONTRACTING PARTY, with the prior approval of the Contract Administrator.
- 6.4. From the payments that must be made, THE CONTRACTING PARTY will also withhold any applicable fines, in accordance with the contract.
- 6.5. Improper Payments: THE CONTRACTING PARTY reserves the right to claim from THE CONTRACTOR, at any time, before or after the provision of the service or delivery of the goods, on any improper payment due to calculation error or for any other duly justified reason, THE CONTRACTOR being obliged to satisfy the claims that THE CONTRACTING PARTY may raise for this reason, recognizing the interest calculated at the maximum conventional interest rate, established by the Monetary and Financial Policy and Regulation Board.

Clause Seven: GUARANTEES.-

The following guarantees must be presented.

- 7.1. A performance guarantee for 5% of the total value of the contract, which must be a policy type, issued by a bank or insurance company with a presence in Ecuadorian territory, which must be unconditional, irrevocable and immediately payable.
- 7.2. Guarantee of the proper use of the advance, which will cover the value of the advance, which must be a policy type, issued by a bank or insurance company with a presence in Ecuadorian territory, and must be unconditional, irrevocable and immediately payable.
- 7.3. Applicable technical guarantees according to the specifications and the offer submitted.

The following guarantees must be presented:

- Five (5) year warranty against manufacturing defects for all goods covered by this contract.
- After-sales service guarantee for the equipment offered for a period of five (5) years, which must include technical support, preventive maintenance, warranty service and availability of spare parts. The supplier must perform at least one preventive maintenance of the



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equipment per year after delivery, at no additional cost to the contracting entity.

- Letter of commitment regarding the availability of spare parts and technical support for the equipment offered during the estimated operational useful life of the equipment, corresponding to fifteen (15) years.

Eighth Clause: TERM.-

- 8.1. The term of this legal instrument that includes the "ACQUISITION OF SELF-CONTAINED BREATHING EQUIPMENT FOR FIREFIGHTING AND HAZARDOUS ATMOSPHERES" will be one hundred and eighty (180) days, counted from the notification of the delivery of the advance.

The time elapsed from the arrival of the goods at an Ecuadorian port until their release from customs will not be counted towards the contract term, provided that this period is due to the normal processing time of the goods nationalization process and not to acts or omissions attributable to the contractor, which may not exceed 15 working days except for duly proven cases of unforeseen circumstances or force majeure.

Clause Nine: EXTENSION OF TERM.-

- 9.1. THE CONTRACTING PARTY will extend the total or partial delivery period only in the following cases:

9.1.1. When the CONTRACTOR so requests in writing, justifying the grounds for such request, within fifteen (15) days following the date of the event, provided that it occurred due to force majeure or fortuitous event accepted as such by the highest authority of the contracting entity or its delegate, after a report from the contract administrator. As soon as the cause of force majeure or fortuitous event ceases, the CONTRACTOR is obligated to continue with the execution of the contract, without the need for notification from the contract administrator to resume it.

9.1.2. For suspensions in the execution of the contract, caused by THE CONTRACTING PARTY or ordered by it and that are not due to causes attributable to THE CONTRACTOR.



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- 9.1.3.** If THE CONTRACTING PARTY has not resolved the administrative-contractual problems in a timely manner, when such circumstances affect the execution of the work.
- 9.2.** In the event of an extension of the term, THE PARTIES shall prepare a new schedule, which, once signed by them, shall replace the original or previous schedule and shall have the same contractual value as the one it replaces. In such a case, the authorization of the highest authority of THE CONTRACTING PARTY shall be required, following a report from the contract administrator.

Tenth Clause: FINES.-

- 10.1.** The Contractor agrees to pay the Client a penalty of one per thousand (1 x 1000) of the total contract amount for each day of delay in the delivery or acceptance of the goods or services covered by this Contract, or for any breach of obligation undertaken hereunder. If the penalty amount exceeds five percent (5%) of the contract value, the Client may terminate the Contract unilaterally, without the Contractor having any right to subsequent claim for this amount.
- 10.2.** In the event that the fines exceed 5% of the total amount of the Contract and a performance guarantee has been extended, THE CONTRACTING PARTY may enforce the fines imposed on THE CONTRACTOR against said guarantee and proceed with the termination of the Contract in accordance with numeral 3 of article 108 and article 109 of LOSNCP.
- 10.3.** In the event that the fines exceed 5% of the total amount of the Contract, that a Faithful Performance Guarantee has not been extended and that the Contract is subsequently terminated, THE CONTRACTING PARTY may enforce the fines imposed on THE CONTRACTOR by deducting them from the total settlement of the Contract.
- 10.4** In the event that the fines exceed 5% of the total Contract amount, a performance bond has not been issued, and the final delivery certificate for the Contract has not been signed, the Contracting Party may proceed with the termination of the Contract in accordance with Article 108, paragraph 1, and Article 109 of the LOSNCP. In all cases, the fines will be imposed by the Contract administrator, who will determine the breach, dates, and amounts.
- 10.5.** For the purpose of legal validity of the application of fines for non-compliance with any of the obligations established in this contract, prior to



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the imposition of the same, the fines must be duly notified by the Contract Administrator, TO THE CONTRACTOR, in compliance with due process in the contractual execution stage.

Clause Eleven: PRICE ADJUSTMENT.-

- 11.1. Due to the nature of the object of contracting in this legal instrument, price readjustment is not contemplated in this contract.

Clause Twelve: ASSIGNMENT OF CONTRACTS AND SUBCONTRACTS.-

- 12.1. The Contractor may not assign, transfer, or otherwise dispose of all or part of this Contract. However, the Contractor may subcontract certain services with the prior authorization of the Client.
- 12.2. THE CONTRACTOR shall be solely responsible to THE CONTRACTING PARTY for the acts or omissions of its subcontractors and of persons directly or indirectly employed by them.

Thirteenth Clause: OBLIGATIONS OF THE CONTRACTOR.-

- 13.1. In addition to the obligations determined in the Organic Law of the National Public Procurement System; its General Regulations; and in the Secondary Regulations of the National Public Procurement System issued by the governing body of the matter, the CONTRACTOR has the following obligations:
- 13.1.1. The Contractor undertakes to execute the contract resulting from the procurement procedure, based on the Technical Specifications and/or Terms of Reference prepared by the Gualaceo Fire Department and reviewed during the pre-contractual stage; therefore, the Contractor may not allege errors, deficiencies, or any other nonconformity with said specifications and/or terms as grounds for requesting an extension of the deadline. An extension of the deadline may only be processed if approved by the Contract Administrator.
- 13.1.2. THE CONTRACTOR undertakes, during the execution of the contract, to provide the persons designated by THE CONTRACTING PARTY with all the information and documentation that they request in order to have a full technical knowledge related



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to the execution of the contract, as well as any technical problems that may arise and the technologies, methods and tools used to solve them.

13.1.3 It is expressly established that it is the CONTRACTOR's obligation to execute the contract in accordance with the Technical Specifications and/or Terms of Reference established in the contracting documents, and to comply with the minimum percentage of Ecuadorian added value offered.

13.1.4 THE CONTRACTOR is obliged to comply with any other obligation that naturally and legally derives from the object of the contract and is required by being stated in any document of the same or in a specifically applicable legal norm.

Fourteenth Clause: OBLIGATIONS OF THE CONTRACTING PARTY.-

14.1. The obligations of THE CONTRACTING PARTY are the following:

14.1.1. Appoint a Contract Administrator, who will ensure compliance with the obligations stipulated in the Technical Specifications and/or Terms of Reference, Tender Documents, Offer, and the Contract. THE CONTRACTING PARTY may change the Contract Administrator by simply sending the CONTRACTOR the corresponding notification; no modification of the contract text is necessary.

14.1.2. The coordination, supervision and verification of goods and/or services The subject matter of this contract will be the responsibility of the Contract Administrator within his competence.

14.1.3. Provide the information required by THE CONTRACTOR to resolve any concern related to the current contract.

14.1.4. Have technical personnel available to carry out the verification and supervision of the correct receipt of the purchased good or service.

14.1.5. Through the Contract Administrator, ensure strict compliance with all the obligations acquired by THE CONTRACTOR.

14.1.6. Through the Contract Administrator, you will request the respective payments once received in accordance with the goods and/or services that are the subject of this contract.



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Fifteenth Clause: CONTRACT ADMINISTRATION.-

- 15.1. The CONTRACTING PARTY designates Sub-Officer (B) Technologist Jorge Eduardo Serrano González, FIREFIGHTER 4 (E) of the Gualaceo Fire Department, as Contract Administrator, in accordance with article 3 of PUBLIC PURCHASES RESOLUTION No. PJ-2026-028, who will ensure the full compliance with each and every one of the obligations derived from the contract; in addition, he will take the necessary actions to avoid unjustified delays and will impose fines and sanctions as appropriate.
- 15.2. The administrator may be changed, provided that THE CONTRACTOR is notified, without the need to modify the contractual text.
- 15.3. The administrator of this contract is authorized to carry out the actions inherent to its execution, including those related to the acceptance or rejection of any extension requests that THE CONTRACTOR may make.
- 1 5.4. The Administrator will take the necessary actions to avoid unjustified delays and will impose any applicable fines and penalties for non-compliance with contractual obligations.
- 15.5. Regarding its management, it will report to the highest authority or its delegate, and must communicate all operational, technical, economic and any other aspects that could affect the fulfillment of the purpose of the contract.
- 15.6. He will be responsible for the approval and validation of the products and reports issued and/or presented by THE CONTRACTOR and will sign the minutes prepared for such purposes.
- 15.7. Any other obligations arising from the nature of the Contract; and,
- 15.8. Comply with the provisions established in the relevant laws and regulations.

Sixteenth Clause: RECEPTION.-

- 16.1 According to Article 93 of the LOSNCP, in contracts for the acquisition of goods and the provision of services, including consulting contracts, there will be a single reception, which will occur in accordance with the provisions of the contract and will have the effects of final reception, without prejudice to what is stated in the previous paragraphs, in contracts in which the works, goods or services can be received in stages or successively, partial receptions may be carried out.



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- 16.2.** The receipt of the goods subject to this contract will be carried out to the complete satisfaction of THE CONTRACTING PARTY, in accordance with the provisions of article 367 of the RGLOSNC.
- 16.3.** The goods will be received at the facilities of the South Station "Crnl. Leonardo Arias M.", located on Loja Avenue and Sucre Avenue in the Gualaceo Canton, Azuay Province – Ecuador.
- 16.4.** It is established that due to the import modality of the goods subject to this legal instrument, which is under the negotiation term DDP – Gualaceo, THE CONTRACTOR is obliged to deliver the goods in the place detailed in numeral 16.3.
- 16.5.** SETTLEMENT OF THE CONTRACT: The final settlement of the contract signed between THE PARTIES will be carried out in accordance with the provisions of Article 94 of the LOSNC, and Articles 374 and 378 of the General Regulations of the Organic Law of the National Public Procurement System in force.

Seventeenth Clause: PAYMENT.-

- 17.1.** An advance payment of 35% of the value of this contract will be made once the corresponding guarantees are submitted. (These guarantees will be a performance bond for 5% of the total contract value, a guarantee for the proper use of the advance payment, and applicable technical guarantees).
- 17.2.** 65% of the contract value will be paid upon delivery, once the supplier has fulfilled the contract's objectives and delivered the specified products along with the required documentation. Payment will be conditional upon verification and approval by the contract administrator regarding the fulfillment of the contractual objectives and the submission of the corresponding supporting documentation.
- 17.3.** THE CONTRACTING PARTY, once the single and final delivery certificate is signed to the complete satisfaction of THE PARTIES, will proceed to make the payment of the corresponding values in accordance with this contract.
- 17.4.** THE CONTRACTING PARTY shall in no case exceed the term of thirty (30) days to make the payment, counted from the signing of the single and final delivery certificate to the complete satisfaction of THE PARTIES.
- 17.5.** Once the single and final delivery certificate has been signed, if the disbursement has not been made within thirty (30) days after the signing



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of the single and final delivery certificate, the improper withholding of payment will be presumed, and will entitle THE CONTRACTOR to demand, at its discretion, the payment of legal interest and the damages and losses that it justifies.

Eighteenth Clause: TERMINATION OF THE CONTRACT.-

- 1 8.1.** Termination of the contract.- The contract terminates in accordance with the provisions of Article 106 of the Organic Law of the National Public Procurement System and the Particular and General Conditions of the Contract.
- 18.2.** Termination by Mutual Agreement.—When, due to unforeseen technical or economic circumstances, or causes of force majeure or fortuitous event, it is not possible or convenient for the interests of THE PARTIES to continue with the purpose of this contract, they may, by mutual agreement, agree to terminate all or some of the contractual obligations, in their current state. Termination by mutual agreement shall not imply a waiver of rights accrued or acquired in favor of THE CONTRACTOR or THE CONTRACTING PARTY. THE CONTRACTING PARTY may not enter into a subsequent contract for the same purpose with the same CONTRACTOR.
- 18.3.** Causes of unilateral termination of the contract.- In the event of non-compliance by THE CONTRACTOR, the early and unilateral declaration of THE CONTRACTING PARTY will proceed, in the cases established in article 108 of the LOSNCP.
- 18.4.** In addition, the following grounds will be considered:
 - 18.4.1.** If THE CONTRACTOR does not notify THE CONTRACTING PARTY about the transfer, assignment, alienation of its shares, participations, or in general any change in its ownership structure, within five business days following the date on which such modification occurred;
 - 18.4.2.** If THE CONTRACTING PARTY, in accordance with the provisions of Article 78 of the Organic Law of the National Public Procurement System, does not authorize the transfer, assignment, capitalization, merger, absorption, transformation or any form of tradition of the shares, participations or any other form of expression of the association, which represents twenty-five percent (25%) or more of the social capital of THE CONTRACTOR;



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- 18.4.3. If it is verified, in any way, that the actual Ecuadorian participation in the execution of the work subject to the contract is less than that declared or that the subcontracting commitment assumed in the offer form is not fulfilled, and to that extent it has been determined that the contractor does not comply with the offer;
- 1 8.4.4. If THE CONTRACTOR fails to comply with the declarations and commitments made in any of the forms submitted in its bid. and,
- 18.4.5. In the event that THE CONTRACTING PARTY finds that there is inconsistency, simulation and/or inaccuracy in the information presented by THE CONTRACTOR, in the pre-contractual procedure or in the execution of this contract, such inconsistency, simulation and/or inaccuracy will be grounds for unilateral termination of the contract, and therefore, the highest authority of THE CONTRACTING PARTY or its delegate will declare the contractor in default, without prejudice to any legal actions that may be necessary.
- 18.5. Unilateral Termination Procedure. - The procedure to be followed for the unilateral termination of the contract will be that provided for in article 109 of the LOSNCP.

Nineteenth Clause: DISPUTE RESOLUTION.

- 19.1. If the Parties cannot reach a direct agreement regarding any existing differences or disputes, they shall submit their disputes to the Mediation Center of the Attorney General's Office. If no agreement is reached and a record of the impossibility of reaching an agreement is issued, the Parties shall submit to the procedure established in the COGEP for disputes of an administrative nature; the Administrative Court with jurisdiction in the domicile of the Contracting Party shall have jurisdiction to hear the dispute.
- 19.2. The law applicable to this contract is Ecuadorian law. Therefore, THE CONTRACTOR declares that it is familiar with the Ecuadorian legal system and, consequently, incorporates it in all matters applicable to this contract.

Clause Twentieth: TAXES, WITHHOLDINGS AND EXPENSES.-

- 20.1. For the purposes of the application of the law, the Parties designate the following as the tax agent:



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- 20.1. The CONTRACTOR is responsible for the payment of notary or apostille fees, certified copies of the contract and documents that must be notarized if necessary.

Clause Twenty-First: COMMUNICATION BETWEEN THE PARTIES.-

- 21.1. All communications between the Parties relating to this contract, without exception, shall be in writing and in Spanish. Communications between the Client and the Contractor shall be made in writing.

Clause Twenty-Second: PROTECTION OF PERSONAL DATA

- 22.1. The Parties agree to process the personal data collected solely for the purpose of this contract. Once this purpose has been fulfilled, the Parties shall return the personal data to the respective data controllers, as well as any results derived from its processing and the media or documents containing such information, where applicable. They shall also be obliged to delete or anonymize the personal data, unless it is necessary to retain it due to potential liabilities arising from this contract, in which case they shall maintain it under appropriate security measures.
- 22.2. Likewise, THE PARTIES agree to properly safeguard personal data and prevent access by unauthorized third parties. In this regard, they undertake to comply with all the conditions established for the protection of personal data, adopting the necessary and appropriate security measures to guarantee confidentiality and prevent its disclosure, loss, theft, or misappropriation. Furthermore, they must inform and require their employees or contracted third parties to comply with the obligations established in this clause. THE PARTIES will guarantee data subjects the exercise of their rights at all times in accordance with current regulations.
- 22.3. Finally, THE PARTIES agree that, within the framework of the execution of this contract, they will respect, guarantee and comply with the provisions of the Organic Law on the Protection of Personal Data, its Regulations, as well as the resolutions issued by the Superintendency of the Protection of Personal Data within the scope of its powers, throughout the term of this contract.

Clause Twenty-Third: DOMICILE.-

- 23.1. For the purposes of communication or notifications, THE PARTIES designate the following as their address:



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23.1.1. THE CONTRACTING PARTY: GUALACEO FIRE DEPARTMENT

Address: GRAN COLOMBIA STREET S/N BENIGNO VASQUEZ
(NEXT TO SIMON BOLIVAR PARK)

Telephone: 072258778

Email : firefightersgualaceo2@hotmail.com

23.1.2. THE CONTRACTOR: MIRACLE & MILE SAFETY COMPANY CORP.

Address: Main Street: 619 No.: 6TH Intersection Street: LANE,
PALM BEACH GARDENS, FL 33418 - Palm Beach Gardens,
Florida / United States of America.

Phone: +1 561 713-8062 / +1 786 930 6805

Mail: import_export@miraclemilecorp.com

manager@miraclemilecorp.com

Clause Twenty-Fourth: ACCEPTANCE BY THE PARTIES. -

24.1. The parties freely and voluntarily expressly declare their acceptance of everything agreed in this contract and submit to its stipulations.

24.2. In ratification of the foregoing provisions and clauses, THE PARTIES sign this legal instrument.

This contract, being a legal instrument of an international nature, is executed at the Consulate of the United States of America, in the city of Guayaquil – Ecuador, on the twenty-fourth day of August of the year two thousand twenty-six

THE CONTRACTING PARTY

Tcnrl. (B) Tnlg. Hernan Santiago Lituma
FIRE CHIEF
GUALACEO FIRE DEPARTMENT



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THE CONTRACTOR

Franklin Andrés Hinojosa Gabela

ID No. 1710586296

LEGAL REPRESENTATIVE

MIRACLE & MILE SAFETY COMPANY CORP.

REPUBLIC OF ECUADOR
PROVINCE OF GUAYAS
CITY OF GUAYAQUIL
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA

Amelia Garcia
Passport Agent
U. S. Consulate General
Guayaquil

Subscribed and sworn to before me

Amelia Garcia
of the United States of America at
Guayaquil, Ecuador duly commissioned
and qualified, this 24

day of August of 2026