



CITY OF LEANDER

**INVITATION FOR BID
FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after "City", seeks to purchase from a qualified Individual, Firm or Corporation, herein "Respondent", Firefighter Personal Protective Equipment (PPE), as specified herein, on an as-needed basis.

The City seeks to maintain quality, reliability and efficiency within its PPE. With this goal in mind several manufacturers have been specified herein to establish the City's minimum critical requirements and performance standards of this equipment. Any example shown is listed to show type and class of equipment desired only.

Alternate equivalent manufacturers will be considered.

Respondents are cautioned that any equipment which does not meet specifications in every aspect will not be considered or accepted. City staff shall approve or disapprove of alternate equivalent manufacturer recommendations.

2. **BACKGROUND:** The City of Leander currently staffs three fire stations located throughout the City. A fourth is being built. The Leander Fire Department depends on quality equipment to protect its 48 firefighters as they respond to approximately 2,000 incidents annually.

The City anticipates purchasing 45 Structural Gear PPE sets and 55 Wildland/Rescue PPE sets in 2016 and replacements sets thereafter as needed.

3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting <http://www.leandertx.gov/finance/page/purchasing>.

3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.

4. **ATTACHMENTS:** Attachment A through C are herein made a part of this solicitation:

4.1. Attachment A: Reference Form

4.2. Attachment B: Bid Form

4.3. Attachment C: Conflict of Interest Questionnaire Form

5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

Joy Simonton
Purchasing Agent
City of Leander
P.O. Box 319
Leander, TX 78646
Telephone: 512-528-2730
jsimonton@leandertx.gov

The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the sale and distribution of the commodity specified herein.
7. **GOODS:** Respondent warrants and agrees that all materials supplied hereunder shall be **NEW** and manufactured and produced in compliance with the laws, regulations, codes, terms, standards, and/or requirements of all Federal, State, and local authorities, and all other authorities having jurisdiction, and that performance of goods shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees upon request, to furnish the City a certificate of compliance therewith in such forms as the City may require.
8. **ALTERNATE EQUIVALENT:** The City seeks to maintain quality, reliability and efficiency within its PPE equipment. With this goal in mind several manufacturer's have been specified herein to establish the City's minimum critical requirements and performance standards of equipment. Any example shown is listed to show type and class of equipment desired only. Any alternate manufacturers offered must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions.
 - 8.1. Alternate equivalent products will be considered.
 - 8.2. Complete specifications and requests for alternate equivalent product consideration must be submitted along with a respondent's Bid Form and References.
9. **MODIFICATION AND WITHDRAWAL OF BID:** A bid may be modified or withdrawn written notice provided to the Purchasing Agent prior to the date and time for the opening of the bids.
 - 9.1. If within 24 hours after bids are opened any respondent files written notice with Purchasing Agent and promptly demonstrates to the reasonable satisfaction of Purchasing Agent that there was a material and substantial mistake in the preparation of the bid, that respondent may withdraw the bid. In this event, if the solicitation is re-issued, that respondent may be disqualified from rebidding the solicitation.
10. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a **single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City.** Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
 - 10.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
 - 10.2. Asd

10.3. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.

10.3.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor
Andrea Navarrette, Council Member Place 1
Michelle Stephenson, Council Member Place 2
Shanan Shepherd, Council Member, Place 3
Ron Abruzzese, Council Member Place 4
Jeff Seiler, Council Member Place 5
Troy Hill, Council Member Place 6
Kent Cagle, City Manager
Tom Yantis, Assistant City Manager
Joy Simonton, Purchasing Agent
Paige Saenz, City Attorney
Bill Gardner, Fire Chief
Stuart Heater, Assistant Fire Chief

10.3.2. A completed CIQ Form, herein Attachment C, is required with each response.

11. AGREEMENT TERM AND CANCELLATION: The term “agreement” shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto.

11.1. At a minimum, the following documents will be incorporated into the agreement:

- 11.1.1. Solicitation document, attachments and exhibits;
- 11.1.2. Solicitation addendums, if applicable;
- 11.1.3. City’s Definitions, Terms and Conditions;
- 11.1.4. Successful Respondent’s response documents.

11.2. The initial term of the resulting agreement shall be five (5) consecutive twelve (12) month periods from the effective date. The agreement may be renewed for two (2) additional periods of time, not to exceed twelve (12) months each, provided both parties agree in writing prior to the expiration of the current term.

11.3. The City reserves the right to review the Respondents’ performance at the end of each twelve (12) month period and cancel all or part of the agreement(s) or continue the agreement(s) through the next period.

11.4. Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies with the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

11.5. If the agreement is terminated, for any reason, the Respondent shall complete all outstanding deliveries after receipt of notice.

12. PRICE INCREASE OR DECREASE: A price increase cannot exceed 25% for the total cost over the term of the agreement;

12.1. The City may permit upward or downward price adjustments when correlated with the US Bureau of Labor Statistics Producer Price Index (PPI) for finished goods, Washington D.C.

The baseline index shall be the index announced for the month in which the solicitations opened. Unit prices may be adjusted for each renewal period and extension period in accordance with changes in index. Index can be viewed at <http://www.bls.gov/news.release/ppi.nr0.htm>.

- 12.2. Prices can increase due to reasons of allocation or increased costs of raw material. Price increases due to increased costs of overhead are not permitted. Documentation showing increased costs of raw material will be required.
- 12.3. Price increase request shall be submitted to the City Purchasing Agent a minimum of 120 days prior to each renewal period. Vendor shall supply supporting documentation as justification for each request.

**City of Leander
Purchasing Agent
ATTN: Joy Simonton
200 W. Willis Street
Leander, Texas 78641
jsimonton@leandertx.gov**

- 12.4. Upon receipt of the request, the City reserves the right to either: accept the escalation as supported by the appropriate price index and make change to the purchase order within 30 days of the request, negotiate with the vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
13. **DELIVERY AND ACCEPTANCE:** Acceptance inspection should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods delivered are damaged or not in full compliance with the specifications. Successful respondent shall repair any minor damages noted during this inspection period. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
14. **QUANTITIES:** Any quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum volume is made or implied. The City shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.
15. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
16. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
 - 16.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
 - 16.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or

- 16.3. The is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 16.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

PART II

SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

- | | |
|---|--------------------------|
| 1.1. Solicitation released | October 29, 2015 |
| 1.2. Deadline for questions | November 11, 2015 |
| 1.3. City responses to all questions or addendums | November 19, 2015 |
| 1.4. Responses for solicitation due at or before 3:00 PM | December 10, 2015 |

All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
3. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Ship via FedEx, UPS or other carrier or carry sealed responses to:

Shipping Address (FedEx, UPS or hand delivery):

Joy Simonton
City of Leander
Purchasing Department
200 W. Willis Street
Leander, TX 78641

Mailing Address:

Joy Simonton
Purchasing Agent
City of Leander
P.O. Box 319
Leander, TX 78646

- 3.1. Responses received after this time and date shall not be considered.

- 3.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and “**DO NOT OPEN**”.
 - 3.3. Facsimile or electronically transmitted responses are **not acceptable**.
 - 3.4. Late responses will be returned to Respondent unopened if return address is provided.
 - 3.5. Responses cannot be altered or amended after opening.
 - 3.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - 3.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
4. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **SCOPE:** City seeks fulfillment and delivery of the firefighter PPE specified herein. Items shall be ordered on an as-needed basis.
2. **DELIVERY:** Delivery of equipment shall be to one of the several the City of Leander Fire Departments located in Leander, Texas 78641. Delivery of equipment is desired no later than ninety (90) calendar days after receipt of City Purchase Order, however, this delivery schedule is not mandatory.
3. **PPE Specifications:** The City seeks the following specifications in the PPE
 - 3.1. Structural Gear Coat: Veridian Velocity or **approved acceptable equivalent**
 - Structural Coat Style: Velocity NFPA 1971 Current Edition
 - Length: 32
 - DRD: Yocco Harness
 - Outer Shell: Kevlar/Nomex Advance Ultra Color: Light Gold
 - Moisture Barrier: CrossTech Black
 - Thermal Barrier: Caldura SL2i
 - Liner: Neo Binding Inspection Port
 - Closure (Outer/Inner): Hook & Loop / Zipper
 - Reflective Trim: 3M Scotchlite Lime Yellow Triple Trim Trim
 - Application Style: NFPA Basic
 - Wristlet: Nomex Spandex with Sewn On Thumb Tabs
 - Cuff: Poly Coated Kevlar Black
 - Bellows Pocket: Qty 2 2 vertical strips of velcro at each end of flap with corresponding horizontal on the pocket
 - Radio Pocket w/T Flap: Qty 1 Neoprene Lined Left chest - Next to stormflap
 - SL90 Flashlight Holder: Qty 1 Right chest - next to stormflap
 - Mic Tab: Qty 1 1" x 3" Vertical on stormflap just below throat tab
 - Heavy Duty Multipurpose Clip: Qty 1 above SL90 -- bottom of clip to engage Survivor FL ring
 - Lettering Style: 3" 3M Scotchlite Lime/Yellow Solid Application

- Style: Name Patch Sewn
- Text: LEANDER
- Arched Top Yoke --BLACK ADVANCE PATCH
- Lettering Style: 3" 3M Scotchlite Lime/Yellow Solid Application
- Style: Name Direct Lettering
- Text: FIRE
- Below "Leander"
- Lettering Style: 3" 3M Scotchlite Lime/Yellow Solid Application
- Style: Name Tail Patch
- Text: FF NAMES
- BLACK ADVANCE PATCH

3.2. Structural Gear Pant: CMC Rescue Escape Artist System (Web) 500330 or **approved acceptable equivalent**

- Structural Trouser Style: Velocity
- Back Style: Semi-High -with integrated belt. NFPA 1971 Current Edition
- Outer Shell: Kevlar/Nomex Advance Ultra
- Color: Light Gold
- Moisture Barrier: CrossTech Black
- Thermal Barrier: Caldura SL2i
- Liner: Neo Binding Inspection Port
- Closure (Outer/Inner): Compression Snap/Hook & Loop-Zipper
- Reflective Trim: 3M Scotchlite Lime Yellow Triple Trim Trim Application
- Style: NFPA Basic
- Angled Cuff: Poly Coated Kevlar Black
- Knee: Black Poly Coated Kevlar Reinforced Knee
- Bellows Tool Pocket (w/ full velcro on pocket and 3 vertical velcro on flap): Qty
- Kevlar Twill Reinforced Pocket Left
- Bail Out Pocket: Qty 1 Right
- 8 Button Fastened, Padded H-Back, For Semi-High or Hi-Back Trouser, White
- EZ Adjust Suspender-Pads Combo
- Pads are made with FR rated closed cell foam. 42" length.

3.3. Structural Gear Personal Escape Bailout Kit: CMC Rescue Escape Artist System (Web) 500330 or **approved acceptable equivalent**

- Personal Escape System meeting NFPA 1983 for Escape Use
- 50' Technora web fiber
- Tether with Autolock Carabiner
- Flashlite Hook escape anchor

3.4. Structural Gear Helmet: Morning Pride EV1 HT-TRA-EV1 or **approved acceptable equivalent**

- Traditional Helmet meeting NFPA 1971 Current Edition
- Color: Black
- Leather headband and
- ratchet covers
- EZ Touch internal face and eye protection with safety lock
- Black Nomex® FR cotton ear covers
- EZ Clip replaceable and reversible chinstrap with quick-release and postman slide

- Composite fiberglass shell
- Golden alloy-plated eagle front holder
- Anti-catch safety bracket for leather fronts
- 8 Reflexite® lime trapezoids
- Large hang-up loop
- Bulldog edge beading

3.5. Structural Gear Boots: Cosmas® model TITAN CMF14 or approved acceptable equivalent

- GENERAL - 14" high, black, pull-on, all leather bunker style boots with combination midsole/ladder shank/puncture resistant device for added support and comfort with less weight. Full-grain, water-resistant leather upper, ANKLEARMOR™ ankle guard, Achilles flex point, safety toe, tibia guard, micro fiber suede heel slide, and nitrile rubber toecap for fire service personnel. Boots meet or exceed NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2007 Edition.
- UPPER – Full-grain, water, flame, chemical, and cut resistant leather, 2.4 – 2.6 mm nominal thickness, 6.5 oz. Mesh window for enhanced ventilation.
- PULL STRAPS – Low profile, 1" wide, triple-stitch reinforced, full-grain water and flame resistant leather.
- FLEX POINTS – Accordion-style flex points behind and in front of the ankle allow the boot to flex where you do, providing improved range of motion.
- SAFETY TOE – Corrosion resistant, anatomically shaped steel safety toe.
- COMBINATION MIDSOLE/LADDER SHANK/PUNCTURE RESISTANT DEVICE – Flexible, advanced textile composite in the forefoot area with a stiff, supportive glass fiber reinforced composite from the arch back to the heel. Provides full puncture resistance coverage and thermal insulation for the bottom of the foot.
- INSOLE – Combination Texon® and polyethylene; anti-microbial; wicks perspiration and dries quickly; lightweight with excellent flex endurance.
- FOOTBED – Triple-density, removable footbed made of Cambrelle®, felt, and ergonomically molded EVA. Wicks moisture and dries rapidly. EVA provides cushioning.
- OUTSOLE – High traction, abrasion resistant, electrically insulating, oil, flame, and chemical resistant, nitrile rubber outsole equipped with ergonomic HEELROLL™ and TOESPRING™ to promote a natural walking motion. High profile ladder grips to prevent slips. Durometer hardness: 66 Shore A (nominal). Integrated stand-off allows for easy removal of the boot.
- HEEL COUNTER – Ergonomically molded heel counter provides stability, comfort, and long-lasting support.
- THERMAL BARRIER – Full-height layer of 300 g polyester felt provides thermal protection.
- FULL-HEIGHT CROSSTECH® FOOTWEAR FABRIC BOOTIE SYSTEM – Five-layer laminate of durable Cambrelle® quilted to a 300 g polyester felt thermal barrier, laminated to a CROSSTECH® moisture barrier.
- HEEL SLIDE – Abrasion resistant microfiber suede. No stitching or seams running directly down the center of the backstay in the heel area to improve comfort and prevent premature wear of the liner.
- SHAFT COLLAR – Soft, full-grain leather-bound padded collar for superior comfort to accommodate individual leg sizes.
- COMFORT PADDING – Thermal insulating, open cell polyurethane foam padding strategically placed throughout the upper for superior comfort and support.
- THREAD – Tough, fire-resistant Kevlar® thread throughout the upper.
- OUTSOLE ADHESION – A 2-component, high-temperature polyurethane adhesive system is used to bond the outsole/midsole to the upper.

- PROTECTIVE TOE CAP – Abrasion, chemical, and flame resistant nitrile rubber protective toecap; 1.8 mm nominal thickness.
- TIBIA GUARD – Internal tibia guard made of thermoformed polypropylene, extremely lightweight with a specific gravity of 0.75, impervious to water. External tibia guard cover made of abrasion, fire, and water resistant schoeller® fabric blend containing Kermel® and a reflective background.
- ANKLE GUARD - Contoured ankle guards protect ankles from knocks and dings.
- AVAILABLE SIZES – 4 to 13, 14, 15, 16 in medium (D), wide (E), and extra wide (EEE or X) widths.
- MARKINGS – Interior label containing all information as required by NFPA 1971

3.6. Structural Gear Gloves: Dragon Fire Alpha-X Glove or approved acceptable equivalent

- Gauntlet style Structural Fire Glove meeting NFPA 1971 Current edition.
- Full and complete natural leather outer shell
- Premium Italian top grain cow and swine hide
- No fabric utilized on outer shell Unequaled wet grip strength
- Strategic wear and grip pads on finger tips / thumb
- Excellent cut / rip / abrasion resistance
- Overall anatomically correct ergonomic design
- Extreme dexterity with no sacrifice of protection
- Glove refuses to harden or stiffen and remains soft / pliable after repeated use
- Glove conforms and takes on unique hand signature of user after repeated use
- Hand is effortlessly able to be inserted and removed when glove and or hand is wet or sweaty
- Liner remains intact (no pull out) and is guaranteed
- Critical palm and back of hand (greater knuckle region) have highest obtainable certification
- TPP rating of greater than 60

3.7. Structural Gear Hood: Majestic Hoods PAC-III-PBI or approved acceptable equivalent

- Head Design – Traditional head design / length
- Bib(Apron) Design – Longer length, Shoulder insert design
- Head Layers – 2 ply material
- Bib(Apron) Layers – 2 ply material
- Head Length – 13"
- Bib (Apron) Length – 8"
- OVERALL LENGTH – 21"
- Full Face Opening Circular Measurement 120 mm - 145 mm
- Sewn with 1/2" elastic. Elastic is encapsulated in material and cover stitched
- Elastic Face Opening stretches to accommodate a circumference of at least 31" (800 mm) for ease of donning, snug fit, and proper seal with SCBA.
- BINDING – Generous width and size means less fabric stretch Binding of same fabric material to enhance design with a finished look
- Thread – 100% Nomex
- Head design with traditional center head seam (comfortable central seam)
- Safety lock cover stitch of seams
- Meets NFPA 1971 current edition

3.8. Wildland/Rescue Coat: Veridian Extrication Gear or approved acceptable equivalent

- Rescue garment meeting minimum of NFPA 1977 current standard

- 6 ounce Omniweave
- Seamless Underarm Bellows or similar back for flexibility
- Kevlar Reinforced Elbows
- Semi Bellow Pockets
- Left Chest Radio Pocket with mic tab
- Cuff Adjusters
- Reflective Trim: 3M Scotchlite Lime Yellow Triple Trim Trim

3.9. Wildland/Rescue Pant: Veridian Extrication Gear or approved acceptable equivalent

- Rescue garment meeting minimum of NFPA 1977 current standard
- 6 ounce Omniweave
- Elastic Waist with Belt Loops
- Medical Pocket on Right side
- Bellow Pocket on Left side
- Kevlar Padded Reinforced Knees
- Zippered Leg Expansions
- Reflective Trim: 3M Scotchlite Lime Yellow Triple Trim

3.10. Wildland/Rescue Helmet: Bullard Wildland Fire Helmet or approved acceptable equivalent

- Wildland Fire Helmet meeting NFPA 1977 current edition
- Easy to adjust Flex-Gear® ratchet sizing suspension
- Thermoplastic shell
- Full brim hat style
- Reflective lime-yellow stripes
- Three goggle clips
- Adjustable chinstrap
- Comfortable 6-point suspension
- Leather ratchet cover (on ratchet models)
- Absorbent cotton brow pad
- Velcro® attachments inside shell Meets NFPA 1977-2011 specifications

4. CARE INSTRUCTIONS: The successful respondent shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations. This document shall be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details. This written information shall be in complete compliance with NFPA 1971 requirements, and shall reference same.

5. WARRANTY: Manufacture shall provide **lifetime warranty** against defects in materials and workmanship of PPE.

5.1. Warranty details shall be provided with response.

5.2. The successful respondent shall warrant that products will conform to the specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. All warranty repairs or replacement will at the expense of the Successful Respondent to include shipping of items to and from Respondent.

5.3. Successful respondent will handle any warranty claims which apply to merchandise directly with the manufacturer and shall provide prompt replacements as necessary in order to minimize disruption to staff.

6. **SIZING:** To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the respondent and the City. Garments shall be available in custom. Neither Small-Medium-Large-Extra Large sizing nor women's garments cut to men's patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.
7. **FLAMMABILITY OF CONSITUENT MATERIALS:** Labels, bindings, hang-up loops and production labels shall be tested for flame resistance and shall comply with the requirements of NFPA 1971 Flame Resistance Test One (for vertical flammability of cloth).
8. **REPAIRS AND ALTERATION SUPPORT:** The respondent shall furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the successful respondent shall provide on call at no charge, during normal business hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on all maintenance or repair questions that might arise. Additionally, the respondent shall agree to expedite, on its own cost-only basis, all repairs that must be performed at the successful respondent's plant, rather than in department, over the life of the contract.
9. **HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT:** Because thermally stable materials are essential to maximizing protective performance in firefighter PPE, and because NFPA only states "minimum" performance requirements, all thermal liner or thermal enhancing materials used in the garments shall also meet the following criteria after the 500 degree oven test. Material shall remain intact and flexible and no portion of the material shall crack, crumble or flake at test.
10. **OSHA SAFETY:** PPE shall comply with Occupational Health and Safety Administration (OSHA) standards.
11. **INDUSTRY STANDARDS:** PPE shall comply with National Fire Protection Association (NFPA) standards.
https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9810
12. **PRICING:** Pricing shall be provided per unit as outlined on the Bid Form, herein Attachment B. No additional fees shall be permitted. Additional shipping fees shall not be permitted. Contracted price per item shall be the only permitted charge to the City and shall include delivery.

PART IV

RESPONSE REQUIREMENTS

The City of Leander makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Respondent shall submit one (1) executed (signed) original and two (2) copies of each response.

For your bid to be responsive, all required attachments identified below shall be submitted with your proposal. The Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

1. Responses shall be submitted on itemized, signed Bid Form provided herein as Attachment B. Failure to itemize or sign solicitation may result in disqualification. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.

- 1.1. ALL FEES shall be included in price to include delivery to Leander, Texas. No additional fees, such as shipping, shall be permitted.
- 1.2. Alternate equivalent brands shall be noted if applicable with attached literature.
2. Attachment A – Reference sheet.
3. Attachment C – Conflict of Interest Questionnaire.
4. Warranty information.
5. Proof of NFPA Certification.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Sec. 9.05.007 Persons doing business with the city

- (a) Persons seeking discretionary contracts.
 - (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in [sections 9.05.004](#) and [9.05.005](#) of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
 - (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.
- (b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the

city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.



**CITY OF LEANDER BID FORM – ATTACHMENT B
PURCHASING DEPARTMENT
200 W. Willis Street • Leander, Texas 78641**

SOLICITATION INFORMATION	Solicitation Number: #S16-004 Firefighter Personal Protective Equipment	RESPONDENT INFORMATION	Tax ID Number: _____
	Due Date: December 10, 2015		Business Name: _____
	Time: On or Before 3:00 PM CST		Address: _____
	Submit to: City of Leander Purchasing Division 200 W. Willis Street Leander, TX 78641 jsimonton@leandertx.org		Address: _____
			Contact: _____
			Telephone: _____
			Entity Type: _____
			E-mail: _____

HOW DID YOU HEAR ABOUT THIS SOLICITATION?	<input type="checkbox"/> Newspaper	<input type="checkbox"/> City's Website	<input type="checkbox"/> E-mail Announcement	<input type="checkbox"/> ESBD	<input type="checkbox"/> Other _____
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FIRST TIME RESPONDING TO CITY OF LEANDER?	<input type="checkbox"/> Yes <input type="checkbox"/> No	IS YOUR BUSINESS REGISTERED WITH TEXAS BID SYSTEM?	<input type="checkbox"/> Yes <input type="checkbox"/> No Register at: http://www.texasbidsystem.com
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ITEM #	DESCRIPTION	UNIT OF MEASURE	PRICE
1	Structural Coat	EACH	\$
2	Structural Pant	EACH	\$
3	Structural Personal Escape (Bailout) Kit	EACH	\$
4	Structural Helmet	EACH	\$
5	Structural Boot	EACH	\$
6	Structural Glove	EACH	\$
7	Structural Hood	EACH	\$
8	Wildland/Rescue Coat	EACH	\$
9	Wildland/Rescue Pant	EACH	\$
10	Wildland/Rescue Helmet	EACH	\$

Respondent acknowledges that no additional fees shall be permitted. Additional shipping fees shall not be permitted. Contract price per item shall include delivery to the City of Leander.

**AUTHORIZED
SIGNATURE**

Print Authorized Individual Name:	_____
Authorized Signature:	_____
Date:	_____

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date