



CITY OF IRVING

SOLICITATION OVERVIEW

The City of Irving is soliciting bids for:

TITLE: Fire Department Bunker Clothing
ITB #: 248M-09F
Commodity: 9525 Fire Protection Gear, 9555 Protective Clothing
Due Date: 3:00 p.m., Monday, September 28, 2009
Location: City of Irving, Purchasing Division
845 W. Irving Blvd.
Irving, Texas 75060

There will be no pre-bid conference for this ITB

Public Bid Opening:

There will be a public bid opening in the Purchasing Division conference room immediately following the bid due time/date. Interested parties are invited to attend.

Written Questions:

Submit written questions to:

Marsha Hughes, Purchasing Agent at mhughes@cityofirving.org

Questions may be submitted through 3:00 p.m., September 21, 2009.

Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.



CITY OF IRVING

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SPECIFICATIONS

INTENT: The intent of these specifications is to purchase Fire Department Bunker Clothing for use by the City of Irving Fire Department. If you have any additional questions regarding these specifications, please call **R.C. Etheridge, Property Manager, at 972-721-4870 or Mike Evitts, Assistant Fire Chief, at 972-721-2755.**

Except when otherwise noted, the item specified is considered to be of minimum acceptance. A brochure giving detailed descriptions and specifications of the item being bid by the vendor's company should be attached to the returned bid.

All quantities listed are estimated and purchases will be made on an "as needed" basis.

BID AWARD: The City of Irving Fire Department will conduct an evaluation of the bid responses and make a recommendation for award to the Irving City Council. That department will review all samples submitted and make the final determination as to whether or not a sample meets the requirements stated in these specifications. The following items will be bid upon as individual items but will be awarded as a group to one single vendor for uniformity purposes:

Items 1 and 2 will be awarded to one vendor. **"All or None"**

All other items may be awarded individually. Due to standardization, no substitutes will be accepted on Items 3-7.

Contract Period - This contract begins **November 1, 2009 and runs through October 31, 2010.**

Renewal Option - This contract is subject to consideration for two renewals with each renewal being for a one-year period of time and under the same terms and conditions as awarded or with negotiated lower pricing. Each renewal option may be exercised by the City of Irving with written agreement by contractor.

Item 1 - Structural Fire Fighting Coats

Protective garments and interface components that are labeled as being compliant with NFPA 1971 Standard on Protective Clothing for Structural Fire Fighting - as revised in 2000 Edition or latest revision.

Please indicate (yes/no) if you are in compliance on each of the following:

SCOPE: The purpose of the clothing is to provide protection during structural fire fighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

STANDARDS: All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third party tester shall denote certification.

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality. The manufacturer shall not sub-contract the sewing of any garment component unless the sub-contractor is also certified to the requirements of ISO 9001 and has been listed as a sub-contractor.

COMPOSITE PERFORMANCE: The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 35 when tested in accordance with NFPA 1971 standard.

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 205 when tested in accordance with NFPA 1971 standard.

The Heat Transfer Index rating shall be 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and 25 seconds for the knee when measured at 8 psi.

Item 1 - Structural Fire Fighting Coats-Continued

Protective garments and interface components that are labeled as being compliant with NFPA 1971 Standard on Protective Clothing for Structural Fire Fighting - as revised in 2000 Edition or latest revision.

Please indicate (yes/no) if you are in compliance on each of the following:

_____ **OUTER SHELL MATERIAL:** +/- 7.25 oz./sq. yd. 40% PBI/60% Kevlar highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy reinforced with a matrix of 600 denier filament Kevlar® cables. Color shall be natural gold. **PBI GOLD PLUS MATRIX**

_____ **MOISTURE BARRIER MATERIAL:** Nomex substrate laminated to a lightweight breathable, Crosstech (Type 2C), Teflon membrane; weighing 3.75 oz./sq. yd.

_____ **THERMAL LINER MATERIAL:** 3.5 oz./sq. yd. Glide (Nomex filament/spun) face cloth quilted to 1 layer E89 spunlace aramid 85%Nomex/15% Kevlar weighing approximately 2.3 oz./sq. yd. With a Teflon finish. And 1 layer of apertured (11-13 apertures/sq. inch) E-89 spunlace aramid 85% Nomex/15% Kevlar weighing approximately 1.5 oz./sq. yd. With a Teflon finish. (Total weight +/- 7.3 oz./sq. yd.)

_____ **STRESS POINTS:** All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42 stitch minimum bar tack.

_____ **REFLECTIVE TRIM:** All trim shall be sewn with four (4) rows lockstitch 301, minimum (6) stitches/inch for most secure trim attachment. Coat trim shall be **Vented** 3" Scotchlite II (triple trim) of red/orange. Pant trim shall be **non-vented** 3" Scotchlite II (triple trim) of red / orange.

_____ Coat trim shall be applied as follows: **3" NFPA Pattern:** (1) 3" strip shall be set full circumference at the bottom sweep of the outer shell; (1) 3" strip shall be set around each sleeve approximately 4" above the cuff; (1) 3" strip shall be set full circumference at the chest.

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

_____ Pant trim shall be applied as follows: (1) strip set full circumference around the bottom of the cuff 2"/3" from the bottom cuff. All trim shall be sewn with lockstitch 301, minimum (6) stitches/inch.

_____ **SIZES:** Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular and long. Male and female sizing available.

_____ **LABELING:** Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

Do Not Remove This Label

THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, 2000 EDITION

MADE IN THE U.S.A.

_____ **TRACKING LABEL SYSTEM:** There shall be a PDF417, two dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number;
- b. item description (brand, model, material color);
- c. lot information (date of mfg., size, etc.);
- d. material description; and
- e. the standard to which the garment is compliant.

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

- _____ **USER INFORMATION GUIDE:** Each garment shall include a *User Information Guide* with information required by NFPA 1971. This guide shall include:
- _____
- (a) Pre-use information:
- Safety considerations.
 - Limitations of use.
 - Garment marking recommendations and restrictions.
 - A statement that most performance properties of the garment cannot be tested by the user in the field.
 - Warranty information.
- _____
- (b) Preparation for use:
- Sizing/adjustment.
 - Recommended storage practices.
- _____
- (c) Inspection:
- Inspection frequency and details.
- _____
- (d) Don/Doff:
- Donning and doffing procedures.
 - Sizing and adjustment procedures.
 - Interface issues.
- _____
- (e) Use:
- Proper use consistent with NFPA 1500, *Standard on Fire Department, Occupational Safety and Health Program*, and 29 CFR 1910, 132.
- _____
- (f) Maintenance and Cleaning:
- Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
 - Inspection details.
 - Maintenance criteria and methods of repair where applicable.
 - Decontamination procedures for both chemical and biological contamination.
- _____
- (g) Retirement and disposal:
- Retirement and disposal criteria and considerations.

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

_____ **WARRANTY:** Each garment shall have a limited lifetime warranty against defects in material and workmanship which is detailed on a card attached to each garment.

SUPER DELUXE COAT

_____ **COAT CONSTRUCTION:** The coat shell shall be of 3-panel construction in all layers with an inverted pleat on each side where back front and back body panel pieces meet. Each pleat shall begin at the back of each shoulder and shall extend vertically down the side of the coat. A combination moisture barrier/thermal shall include a corresponding 1" inward dynamic fold approximately 1.5" from each sleeve seam at the shoulder. This fold shall provide for coat expansion when extending arms forward and shall interface with the inverted pleats of the outer shell to maximize mobility and function of the outer shell and thermal liner. The coat shell and moisture barrier/thermal liner shall be oversized to assure proper chest fit and ensure maximum mobility without restriction of the arms and shoulders. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure 35" in length. Sleeves shall be of full length and of shoulder insert, 2-panel type design.

_____ **MOISTURE BARRIER/THERMAL LINER CONSTRUCTION:** Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner shall have a 2" wide, 2 ply Crosstech/Nomex pajama check extension sewn the full length of the neck. FR loop, 3/4" wide, shall be sewn on extension to tuck into pleat in outer shell collar.

_____ The liner shall have one (1) 8.5"x 8.5" internal pocket, which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

QUILT THERMAL LINER CONSTRUCTION: The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 3" from the hem.

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a brass zipper down each front facing, hook and loop along the neck to interface with collar as well as hook and loop and (1) snap at each sleeve end. The outer most layer of the collar shall be constructed of outer shell material with moisture barrier/thermal liner material stitched at the edges and both sewn to the outer shell of the coat at the neck area. The inner most layer, facing against the wearer's body, shall be outer shell material with a sewn in pleat. Pleat shall have sewn on the underside ¾" FR hook to engage moisture barrier extension on liner.

COLLAR: The collar shall be of 4-layer configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with (1) layer of Gore RT7100 PTFE moisture barrier material and (2) layers of 1.5 oz. apertured E89 thermal liner quilted to the innermost outer shell fabric layer for additional comfort. The collar shall provide proper interface with liner to ensure no moisture penetration through the collar seam to inside of coat. Four (4) rows of horizontal stitching will attach the inner layer of outer shell to the thermal barrier material for added stability and comfort.

The collar shall be snug fitting and shall completely cover the neck and throat area when in the raised position. Raised height shall be approximately four inches, with a contoured overlap at the front of the coat. Collar closure shall be provided by FR hook and loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. Collar shall be of such design so as not to interfere with SCBA facemasks, nor helmet.

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

_____ When examined prior to donning, the turned-up collar shall completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection.

_____ **HANGER LOOP:** An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for (1) minute.

_____ **THERMAL REINFORCED YOKE:** An additional layer of treated chambray facecloth with two layers apertured (11-13 apertures/sq. inch) E-89 spunlaced aramid (1377-059) shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion and raglan sleeve of the thermal liner across the upper back and shoulder approximately 7".

_____ **SHOULDER CAPS:** A 6" wide area at the top of the shoulders extending from the shoulder seam to a width of 4" at the collar shall be capped with **Pbi Matrix outer shell material** for abrasion resistance and thermal protection.

_____ **BELLOWS UNDERARMS:** Bellows underarm construction shall be used in all layers of the coat-outer shell/moisture barrier/thermal liner-ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. Bellows construction shall extend to all inner layers of the coat making it possible for the fit and freedom of movement, derived from the outer shell bellows construction, to be passed through the inner layers to the wearer's body.

_____ The outer shell/moisture barrier/thermal liner bellows shoulder construction shall consist of an underarm and shoulder bellows of elongated football shape not less than 8" wide by not less than 15" long sewn into each of the coats fabric layers by two-needle construction. The bellows in each layer shall begin at a point corresponding to the front of the armpit, wrap around under the arm and shoulder joint, and terminate at the rear top of the shoulder.

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

_____ **FREEDOM ELBOW:** The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This insert shall be set in the back of each sleeve and shall be a shortened football shape, 6" wide in the middle and 3" wide at the seams. The outer shell insert shall consist of **Gold** split cowhide leather for abrasion resistance and thermal protection.

_____ **ELBOW PADDING:** In addition to reinforcement, elbows shall be padded using 1/8" thick, fire retardant closed-cell foam. The reinforcement material shall be oriented between the outer shell and elbow insert reinforcement.

_____ **SLEEVE WELL/WRISTLET MOUNTING:** A combination treated chambray facecloth with two layers of apertured (11-13 apertures/sq-inch) E-89 spunlaced aramid/breathable Crosstech (Type 2C) moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to form a sleeve well. A .75" wide strip of FR loop fastener shall be sewn full circumference to the end of the thermal liner/Crosstech (Type 2C) moisture barrier leader to help secure the combination liner to the outer shell. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

_____ The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up the snaps then attaching the FR loop fastener of the combination liner sleeve end with the FR hook fastener of the outer shell cuff. This method of combination liner attachment shall prevent any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

_____ **isodri WRISTLETS:** An internal wristlet shall consist of a 2-ply knit of 48% Nomex / 48% Kevlar and 4% Spandex for superior recovery. Wristlet to be combination of natural and bronze pigment dyed by DuPont and with extremely durable Teflon® water-resistant alloy not less than 8" extending completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

_____ **CUFFS:** The cuff of the sleeve shall be reinforced with a binding of **Gold** split cowhide leather not less than 3" in total width for abrasion resistance and thermal protection. At least 2" of the cuff reinforcement shall extend down the interior of the outer shell sleeve with a .75" wide strip of FR hook sewn full circumference to the topside of the cuff reinforcement. For added safety, (1) female snap fastener shall be set in the hook fastener to assist in attaching outer shell to moisture barrier/thermal liner.

_____ **THERMAL FRONT PANEL CONSTRUCTION:** There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric and Gore RT7100 PTFE moisture barrier, extending from collar to hem.

_____ **COAT FRONT CLOSURE DESIGN:** The complete outer shell coat front closure design shall consist of a FRONT CLOSURE SYSTEM completely protected by an OUTSIDE STORM FLAP which shall have its own, independent STORM FLAP CLOSURE SYSTEM.

_____ **STORM FLAP:** A storm flap measuring not less than 3" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be Gore RT7100 PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two (2) layers of outer shell fabric.

_____ **FRONT/STORM FLAP CLOSURES: Hook and Loop Attachment/Hook & Dees:** The front closure shall consist of 1.5" hook and loop attachments which shall be sewn into the coat overlap, and along the leading edge of the left and right sides of the coat. The storm flap closure shall consist of (4) standard snap hooks, each securely riveted with (3) leather reinforced rivets to the left front coat, to engage dee rings on the storm flap. Dee rings shall each be securely riveted with (2) leather reinforced rivets, along the leading outside edge of the storm flap. The snap hooks and dee rings shall be spaced with the first hook at the top of the coat; the second hook 6.5" from the first, the third hook 6.5" below the second, and the fourth hook 6.5" below the third.

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

_____ **RADIO POCKET:** On the left chest a radio pocket measuring 4.5" wide x 8" deep full bellows that expands 2.5" front and back. The pocket shall have top and bottom corners reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture. The pocket flaps shall be 4.5" x 5" and shall be reinforced at each top corner with bar tacks. The pocket flap shall close using one **Snap**.

_____ **MICROPHONE STRAP:** A 1" x 3" double layer Pbi Matrix outer shell material strap shall be bartacked on the left chest above the radio pocket.

_____ **FLASHLIGHT HOLDER / TIE DOWN STRAP:** A double layer 1" x 3" Pbi Matrix outer shell material strap shall be located on the right chest at the same height as the radio pocket. A 1" x 10" Pbi Matrix outer shell material tie down strap shall be located **3 ½"** down from the top of the 1" x 3" strap. The tie down strap shall be centered under the 1" x 3" strap and bartacked to the outer shell. The end of the 1" x 10" tie down strap shall have hook and loop for adjustment around the flashlight barrel.

_____ **BRAVO HIDDEN HANDWARMER POCKETS:** 8.5" x 9" handwarmer pocket that expand by means of a 2" pleat. The pockets shall be lined and reinforced with self-fabric 4.5" up on the inside of the pocket with a self-material backer. The pocket shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket.

_____ Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Each pocket flap shall measure 3" x 9.5". Pocket flaps shall close to the pocket using 2 pieces of 1.5" x 2.75" loop horizontally on the pocket and 2 pieces of 1.5" x 2.75" hook vertically on underside of flap.

_____ **INDIVIDUAL NAME PATCH:** A Pbi Matrix 4" x 15" outer shell material patch with hook and loop attachment shall be located 1" above the hem trim. **NO lettering, the department will letter the name patch when the coat is issued to the individual.**

Item 1 - Structural Fire Fighting Coats-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

DRAG RESCUE DEVICE HARNESS: The harness shall be constructed of a one and one-half inch (1 ½") wide Kevlar strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop that exits the outer shell through a 2" poly-coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1" x 1.5" hook on the strap and a piece of 1" x 2" loop attached to the outer shell. This strap is then secured under a 3" x 5" flap stitched and bar tacked. 2 pieces of 1" x 2" hook shall be set vertically to the underside of the flap; 2 pieces 1" x 2" loop shall be set vertically on shell to align with hook on underside of flap. The harness is also held in proper alignment by means of a 2" x 2" piece of loop placed on the inside of the outer shell just above the chest trim that corresponds to a piece of hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop shall be set to coat in the shoulder cap area. This keeps the straps in proper position for use. **A strip of Red / Orange Triple Trim shall be sewn on the exit flap for increased visibility of the location of the pull strap in low or no light environment.**

PURPOSE OF THE HARNESS

DRAG RESCUE DEVICE HARNESS provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the Harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury. This product is only for structural firefighting operations.

The following label must be attached to the harness.

DANGER!

Do NOT use this product for lifting or lowering a person on a lifeline or emergency escape. Using the harness for unintended purposes may result in serious bodily injury or death!

Item 2 – Firefighter Trousers

Please indicate (yes/no) if you are in compliance on each of the following:

SUPER DELUXE PANT

PANT CONSTRUCTION: The low rise waist pant to interface with the 35" length coat.

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The bottom nine inches of each thermal leg shall be constructed of treated chambray facecloth with two layers of apertured (11-13 apertures/sq. inch) E-89 spunlaced aramid to deter the wicking of moisture up the thermal liner leg. The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant.

QUILT THERMAL LINER CONSTRUCTION: The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs.

MOISTURE BARRIER/THERMAL LINER ATTACHMENT:
Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps. Eight (8) evenly spaced snaps shall secure the liner to the integral waistband; (2) snaps shall be set in leather leg tabs at each leg end.

STORM FLY/CLOSURE: The outer shell shall have an overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, (1) snap shall be positioned at the inside top of the fly. Pant closure shall be provided by #9 brass zipper.

Item 2 – Firefighter Trousers-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

_____ The storm fly shall be outer shell material, lined with a 3.5” strip of Crosstech (Type 2C) moisture barrier material to prevent wicking.

_____ **THERMAL FLY ASSEMBLY:** The moisture barrier/thermal liner shall be constructed with an extension on the left side at the waist of all layers of the fly opening to assure continuous thermal and moisture protection. This overlap shall be positioned between the layers of the outside storm fly. A 3/4" wide x 9" long hook fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding loop fastener on the underside of the outside storm fly.

_____ **WAISTBAND:** The waist of the pants shall be reinforced on the inside with two (2) ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be turned under to provide double material strength with the independent waistband, which shall then be double, stitched to the outer shell.

_____ Eight (8) suspender buttons shall be appropriately spaced around the waistband to accommodate the use of suspenders.

_____ **EXTERNAL TAKE-UPS:** One adjustment device shall be affixed to the outside of the pant. Each take-up strap shall be comprised of (2) sub-component straps. The front strap shall be 1" wide x 5" in length, folded in half to form a loop, and shall be affixed to the side of the pant by means of (2) bar tacks spaced 2" apart. The loop shall face toward the back and hold a nickel plated 1" metal loop. The back strap shall be 1" wide x 6" in length of double layered outer shell material, and shall be affixed to the rear of the back of front body panels by means of (2) bar tacks, and shall be positioned to allow the loose end to thread through the metal loop. The metal loop shall allow for adjustment and shall firmly hold the take-up strap in the desired position. Hook and loop attachments shall be used to secure the loose end of each take-up strap to respective component. 1" x 4.5" loop fastener shall be set horizontally on each back take-up strap. 1" x 3.5" hook fastener shall set at the end of the take-up strap and shall be positioned to engage the corresponding loop fastener.

Item 2 – Firefighter Trousers-Continued

Please indicate (yes/no) if you are in compliance on each of the following:

RADIAL INSEAM BAND: The pant inseam shall incorporate a comfort/mobility design in all layers. This design shall eliminate crotch seams, providing for a more comfortable fit while decreasing bunching of materials. Mobility shall be gained through this design by increasing leg circumference. This design shall reduce restriction of leg movement.

The banded pant insert shall run continuously from the top of the mobile knee of one leg, through the crotch, to the top of the mobile knee of the opposite leg.

FREEDOM KNEE: The knee shall incorporate a comfort/mobility design in all layers. This design shall allow for a natural bending motion of the knee. The knee shall be **Gold** split cowhide leather material and measure 9" across the bottom, not less than 7" on the sides and gradually increase to 12" at the center point at the apex. The apex of the knee shall allow for not less than a 1.5" bellows at the center. The radial seam shall provide a gusset that the knee can fall into when crawling, climbing, bending, kneeling, etc. The bottom of the mobile knee shall be placed not less than 10" from the cuff to fall anatomically correct. For added thermal protection, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner. **An additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned underneath the gold leather knee reinforcement.**

CUFFS: The cuff area of the pant shall be reinforced with a binding of **Gold** split cowhide leather not less than 2" in total width for greater strength, abrasion resistance, and thermal protection.

FULL BELLOW POCKETS two (2) 10" x 10" x 2" bellow pockets one on each thigh. Pockets shall be fully lined with Kevlar. Brass eyelets shall be provided to assist in the drainage of moisture. Pocket flaps shall measure 11" x 5" and shall be reinforced at each top corner with bartacks. A hook and loop fastener shall be used measuring 1.5" x 10" loop on the pocket and three (3) pieces of 1.5" x 2.75" hook on the underside of the pocket flap.

HIP POCKETS: Each hip to have a 6.5" x 6" Pbi Matrix outer shell material patch pocket with hook and loop closure.

PRICING PAGES

Items 1 and 2 will be awarded to the same vendor. Bid "All or None".

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE (Unit price x est. qty.)
1	25 ea.	Fire Fighting Coat w/Drag Rescue Device Harness Make _____ Model # _____ Delivery ARO _____	\$ _____	\$ _____
2	65 ea.	Firefighter Trousers, as per attached specifications. Make _____ Model# _____ Delivery ARO _____	\$ _____	\$ _____
		Total Items 1 and 2		\$ _____

Items 3-7 will be awarded individually; therefore, it is not necessary to bid all items to be considered for award. No substitutes for Items 3-7 will be allowed.

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE (Unit price x est. qty.)
3	40 ea.	Heavy-Duty Non-Elastic Firefighter Suspenders - Lion Apparel # SR248-00 Color: Red Make _____ Model# _____ Delivery ARO _____	\$ _____	\$ _____
3A	20 ea.	Optional Item - Quick Adjust H-Back Firefighter Suspenders - Loin Apparel # SB342-00 Color: Red. Make _____ Model# _____ Delivery ARO _____	\$ _____	\$ _____
4	60 pr.	Fire Hunter US Leather Pull-On Boots HAIX #502002 Make _____ Model# _____ Delivery ARO _____	_____	_____
5	5 ea.	Firefighter Helmets - Bullard FX. Make _____ Model# _____ Delivery ARO _____	_____	_____
6	250 pr.	Firefighter Gloves -Shelby 5280G. Make _____ Model# _____ Delivery ARO _____	_____	_____
7	100 ea.	American Firewear Nomex/Carbon/Fleece Fire Hood #HD-FDN-VC Make _____ Model# _____ Delivery ARO _____	_____	_____

CITY OF IRVING

SUMMARY RESPONSE PAGE for ITB 248M-09F

COMPLETE LEGAL NAME of firm submitting bid:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

GRAND TOTAL of bid from Bid Pricing Page \$ _____

Authorized Signature _____ **Date** _____

Signature indicates bidder accepts the specifications, terms and conditions of this solicitation and that bidder is not delinquent on any payment due the City nor involved in any lawsuit against the City.

Print Name _____ **Title** _____

ARE YOU BIDDING as a _____ **Corporation** _____ **Non-Profit Corporation**
_____ **Limited Liability Company** _____ **Partnership**
_____ **Individual or Sole Proprietor**

M/WBE: If you are a minority-owned or woman-owned business, please check which type and list any certification number _____ **Black** _____ **Hispanic** _____ **Asia-India** _____ **Asia-Pacific**
_____ **Native American** _____ **Woman-Owned** _____ **Certification #** _____

PAYMENT TERMS: Normal payment terms are 2%/30 days. If offering other terms/discount, please specify _____. Discount will be considered in award.

PAYMENT PREFERENCE: Check all that apply:
_____ **EBT (electronic bank transfer)** _____ **Check** _____ **Credit card**

COOPERATIVE PURCHASES: Should other governmental entities decide to participate in this contract, would you agree that all terms, conditions, specifications and pricing would apply? Yes _____ No _____. If other governmental entities choose to participate, each entity will place its own order and be responsible for its own payments.

REFERENCES: This solicitation requires references. Please attach to this page a list of five references either currently doing business with you or having purchased goods or services within the past 24 months. For each reference list name, contact person, address, telephone, and e-mail address, and any other pertinent information to help the City of Irving verify the quality of goods or services your firm provides.



STANDARD TERMS AND CONDITIONS

Attachment A-1 (rev. 12/31/08)

1. Application

These standard terms and conditions shall apply to all City of Irving (hereafter "City") solicitations and procurements, unless specifically excepted in the solicitation specifications.

2. Requirements

By submitting a bid or proposal, the respondent agrees to provide the City of Irving with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

3. Legal Compliance

Bidder or proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services, and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

4. Estimated Quantities

If the solicitation calls for unit pricing on specific items, the quantities described for each item are estimates only and not guaranteed amounts. The actual amount ordered over the contract period may be more or less than the estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.

5. Modifications and Addendums

The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential bidders, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Bidders are responsible for incorporating any and all modifications and addendums into their bid responses.

6. Interpretation of Solicitation Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.

7. Late Bids

Bids must be received in the Purchasing Office by the time specified in the solicitation. The City will not accept late bids and is not responsible for the lateness or non-delivery of bids by the Postal Service or any private delivery firm. The time/date stamp in the Purchasing Office shall be the official time of receipt.

8. **Conditional Bids**
The City will not accept conditional bids which qualify the bidder's response in any way.
9. **Minor Irregularities**
The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.
10. **Responsiveness of Bids**
The City wants to receive competitive bids, but will declare "non-responsive" bids that fail to meet significant requirements outlined in the solicitation documents.
11. **Discrepancies and Errors**
In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.
12. **Identical Bids**
In the event two or more identical bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.
13. **Reciprocal Local Preference**
Some states provide a preference for vendors within their borders and add percentages to bids received from outside states. Where this happens, the state of Texas responds in like manner by applying the same percentage to bids received from vendors who are not from Texas. This applies to the purchase of materials, supplies, equipment and services.
14. **Withdrawal of Bids**
Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the City's purchasing manager. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension
15. **Disqualification of Bidder**
The City may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; Bidder's default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid; Bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with City; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.
16. **Cost of Bid**
The cost of submitting bids shall be borne by the bidders, and the City will not be liable for any costs incurred by a bidder responding to this solicitation.
17. **Inclusive Pricing**
Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price unless requested by the City on the bid response sheet.

18. Firm Prices

Unless otherwise stated in the specifications, bidder's prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the City may mutually agree to extend the firm price period.

19. Delivery Terms

Unless otherwise stated in the specifications, all goods delivered through this solicitation shall be FOB City of Irving specified delivery address or site.

20. Transportation Charges

Bidder shall be responsible for all charges which relate to the delivery of goods to the City's specified receiving point, and for shipping or transportation charges for returning to bidder any goods rejected as non-conforming to the specifications.

21. Delivery and Acceptance

The City will receive only those goods as authorized by City purchase order. Bidder must obtain City employee signature upon delivery. Bidder warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods under this solicitation.

22. Failure to Deliver

If a bidder is unable to deliver the quantity or quality of specified goods, or is unable to deliver goods within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.

23. MSDS

Bidders must submit Material Safety Data Sheets for any hazardous chemical quoted or supplied under this solicitation.

24. Taxpayer Identification

Bidders must provide the City with a current W-9 "Request for Taxpayer Identification and Certification" before goods or services can be procured from the bidder.

25. Taxes

The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a bidder's invoice, they will not be paid. Additionally, bidders cannot use the City's tax exemption status to purchase goods or services related to this solicitation.

26. Payment

Payment will be made after receipt of all invoiced goods. Bidder will be paid within thirty days of date invoice is received or date goods are received, which is later. Additional discount may be taken by the City based on the Summary Response Page. The discount date begins with the date the invoice is received or the date all items covered by the invoice is received, whichever is later. Bidder is entitled to interest, at a rate stipulated by state law, if payment is not made within thirty days.

27. Outstanding Liabilities

Bidders shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, license or permit fees, and water bills. Bids will be considered non-responsible and not given further consideration if submitted by a bidder with such outstanding liabilities.

28. Offset

The City may, at its option, offset any amounts due and payable under a contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.

29. Independent Contractors

It is expressly agreed and understood by both parties that the City is contracting with the successful bidder as an independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by the successful bidder, and the successful bidder has no authority to bind the City.

30. New Products

The City will accept only new products, such products having not been used or owned by any entity, company or individual except the manufacturer and the manufacturer's distributors. Used or reconditioned products will not be accepted unless specifically requested in the accompanying solicitation.

31. Warranties

Bidder warrants that any and all goods delivered are newly manufactured, free from defects in materials and workmanship, and conform in every respect to the City's specifications. Goods are warranted for one year from date of acceptance by the City, following delivery and inspection. If at any time during the twelve months following acceptance of the goods, said goods fail to perform their intended purpose or are discovered to be defective or nonconforming to the City's specifications, the bidder will replace the goods at no cost to the City, including any delivery or installation costs. This warranty shall be unconditional, except it shall not apply to damage caused by clear abuse or misuse by the City. If a manufacturer of goods or of component parts of goods provides a warranty longer than the period provided for herein, the provisions of this warranty shall not be construed to diminish or conflict with the manufacturer's warranty.

32. Governing Law

All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the laws and court decisions of the State of Texas.

33. Controlling Document

In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

34. Assignment

Bidder shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, with the prior written consent of the City's purchasing manager. Assignment of this contract, if approved by the City, shall not relieve the bidder's obligations under the contract. Approval by the City of one assignment shall not constitute approval of any future assignment of the contract.

35. Termination

If an awarded bidder fails in any manner to fully perform each and all of the terms, conditions and covenants of a contract awarded by this solicitation, he shall be in default and notice of default shall be given to the bidder by the City's purchasing manager. In the event that the contractor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, the City may terminate or cancel the contract. The City may also cancel a contract for convenience and without cause with thirty days notice. In any cancellation of contract, the City will pay the bidder for all goods received and accepted, and for all services provided and accepted up to and including the date of termination.

36. Indemnification

Bidder shall defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

37. Venue

The obligations of all parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

38. Funding

State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

39. Solicitation Results

The City normally posts solicitation results on-line by the end of the next business day after bids are received. The City's Web site is www.cityofirving.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.

40. Open Records

Bid pricing is not considered confidential and is open to public inspection. Trade secrets and other material considered confidential by the bidder should be clearly marked as such. If a request is made under the Texas Open Records Act to inspect information designated as a trade secret or confidential in a bid, the City will forward the appropriate documents to the Attorney General of Texas who will contact the bidder to request sufficient written reasons as to why the information should be protected from disclosure. Upon review of the bidder's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly.



GENERAL INSTRUCTIONS TO BIDDERS

Attachment B-1 (rev. 12/31/08)

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.cityofirving.org. The City of Irving does not charge for specifications. If a third-party offers specifications or bid information for a fee, they do not represent the City. The City may charge for plans and drawings for construction solicitations.

2. Submission of Bids/Late Bids

Bid pricing must be in US dollars and cents, unless a "percentage off" is requested. Bidders are to provide enough information with their bid to constitute a definite, firm, unqualified and unconditional offer. Bids are to be submitted in a sealed envelope or package and labeled with the bidder's name and the solicitation name & number. All bids must be submitted to the City of Irving Purchasing Division no later than the date and time indicated in the solicitation. All times listed are local times. It is the bidder's responsibility to ensure that bids are delivered/received by the specified time. Late bids will not be accepted and will be returned unopened.

3. Legal Name of Bidder

In completing the Summary Response Page, the bidder must list the legal name of the bidder's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the bidder (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the bidder's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the prices bid and terms stated.

5. Altered Bids

Any alterations, erasures or strikethroughs made by the bidder prior to submission of the bids must be initialed by the bidder to guarantee authenticity.

6. Cooperative Purchase

Bidders are given an opportunity on the Summary Response Page to indicate their willingness to allow other public entities to use the bid response as a basis for a contract with their entity, in lieu of competitive bidding. This provision is in compliance with Local Government Code 271.102.

7. Payment Terms, Discount & Type of Payment

Bidder should state payment terms on the Summary Response Page. If the bidder fails to indicate payment terms, the City will use the default of 2%/30 days. The bidder may also express the method(s) in which he or she wishes to receive payment.

8. **References**
When references are requested, the Summary Response Page will indicate how many references and will state what other conditions may apply to the references. Bidder will attach a separate page with the requested references.
9. **Conflict of Interest**
Bidders should review the instructions on conflict of interest (Attachment C-1). Bidders are to complete and submit the Conflict of Interest form (Attachment C-2), when a conflict of interest exists.
10. **Environmental Stewardship**
Bidders are encouraged to review the City's commitment to the environment (Attachment E-1). Bidders are to complete and submit the Environmental Stewardship form (Attachment E-2).
11. **Good Faith Effort**
Bidders are encouraged to review information on the City's Good Faith Effort program (Attachment G-1). Bidders are to complete and submit the Good Faith Effort Affidavit (Attachment G-2). Recommended bidder(s) will be required to complete the additional GFE forms as part of the award process.
12. **Addendums**
It is the bidder's responsibility to alter his bid response based on information updated in one or more addendums to the solicitation. Addendums will be posted on the Purchasing solicitation page of the City's Web site at least four days before the bid due date. Efforts will be made to ensure that bidders receive notice of addendums, but the ultimate responsibility rests with the bidder.
13. **Exceptions**
If a bidder takes exception to any part of the specifications or solicitation documents, such exception must be requested in writing, to the Purchasing agent/manager listed in the solicitation, at least six business days before the bid due date or within 24 hours of a pre-bid meeting, whichever is earlier. Approved exceptions will be included in an addendum and posted on the Purchasing Solicitation page of the City's Web site.
14. **Checklist**
A Bidder's Checklist (Attachment B-3) is included with the solicitation package. The checklist is an aid to the bidder in knowing which documents to submit.
15. **Hot Line**
Vendors may call 888-223-9524 to anonymously report instances of fraud, waste or abuse. Please provide as many details as possible.



SPECIAL INSTRUCTIONS TO BIDDERS
Attachment B-2 (rev. 12/31/08)

1. **Bidding Process/Contact Information**

The City of Irving is aware of the time and effort bidders spend in preparing and submitting bids. We will work with you to make the process as easy as possible. If you have questions or concerns about the bidding process, please contact:

Marsha Hughes/Purchasing Agent
mhughes@cityofirving.org
972-721-3754

2. **Method of Award**

Award for Items 1 and 2 will be made to the same vendor and Items 3-7 may be awarded individually to the lowest responsive, responsible bidder. The City reserves the right to award by whichever method is most favorable to the City, but will award to the lowest, responsive, responsible bidder no matter which method is used. Awards totaling \$50,000 or more will be made by the Irving City Council.

3. **Public Bid Opening**

A public bid opening will be held at 3:00 p.m. on September 28, 2009 in the Purchasing Conference room, 845 W. Irving Blvd., Irving, TX 75060.

4. **Required Contract**

This solicitation requires a signed contract prior to award. City's contract is attached and should be signed and submitted with your bid.



CHECKLIST FOR BIDDERS
Attachment B-3 (rev. 12/31/08)

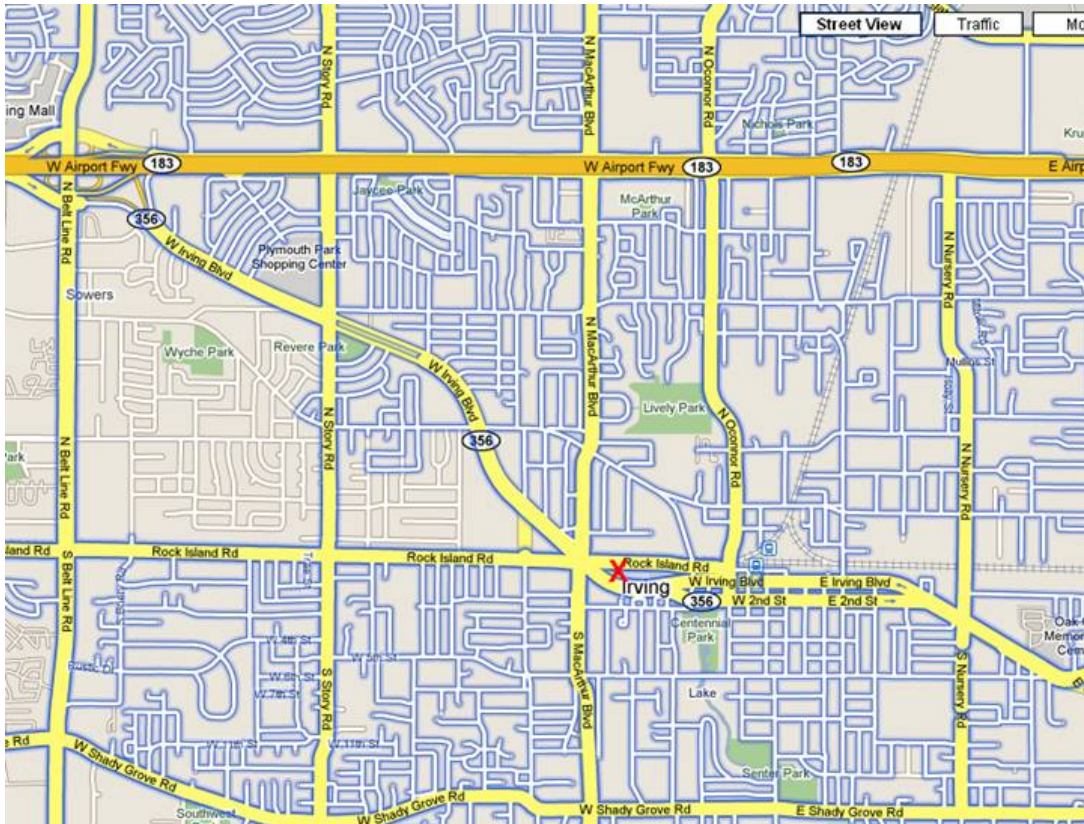
Documents to be submitted in response to this Invitation to Bid (ITB)

- _____ **BID PRICING PAGES**
- _____ **BID RESPONSE:** Completed Summary Response Page
- _____ **DUE DATE** (Bid must be received & stamped in Purchasing no later than 3:00 pm on September 28, 2009)

Bids failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

- _____ **TWO ADDITIONAL DUPLICATE COPIES OF BID**
- _____ **GOOD FAITH EFFORT AFFIDAVIT** (Attachment F-2)
- _____ **ENVIRONMENTAL STEWARDSHIP** (Attachment E-2)
- _____ **CONFLICT OF INTEREST STATEMENT** (If applicable) (Attachment C-2)
- _____ **REFERENCES** (As requested on the Summary Response Page)
- _____ **STANDARD CONTRACT FOR SERVICES** (Attachment H-2)



Location of City of Irving Purchasing Division
Attachment B-5 (rev. 12/31/08)





**INSTRUCTIONS for
CONFLICT OF INTEREST QUESTIONNAIRE**
Attachment C-1 (rev. 12/31/08)

1. If you have a conflict of interest in doing business with the City of Irving, use Attachment C-2, Conflict of Interest questionnaire. Conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete Attachment C-2, Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by bidder or bidder's company has any known business conflicts, other than previous contracts awarded through a competitive bidding process, or has an existing relationship with any employee of the City of Irving, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #6.
4. To view a listing of conflict of interest forms filed with the City of Irving, please click
<http://cityofirving.org/city-secretary/conflict-of-interest/conflict-of-interest-forms.html>
5. Listings of City elected officials and local government officers may be found on the City's Web site: www.cityofirving.org.
6. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

Attachment C-2

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity.	
2	<input type="checkbox"/> 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.	

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. 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 from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

**NO INSURANCE
REQUIREMENTS
FOR THIS ITB**

Attachment D-9 (rev. 12/31/08)



ENVIRONMENTAL COMMITMENT & COMPLIANCE

Attachment E-1 (rev. 12/31/08)

Because the City of Irving is committed to protecting the environment and becoming a successful environmentally sustainable community, it is essential that environmental considerations be a part of all City activities and operations. This commitment is demonstrated through;

- Compliance
- Environmental Sustainability
- Continued Improvement
- Pollution Prevention

As a contactor/vendor/consultant for the City of Irving your environmental performance is critical in meeting the City's commitment to protect the environment and comply with all environmental laws and regulations.

There are many laws and regulations relating to the protection of the environment. In these laws, all persons share responsibility for the environment. It is your responsibility as a contractor to know which laws, regulations, approvals or permits relate to the work you are doing for the City of Irving. It is also your responsibility as a contractor to comply with all applicable laws and ensure all requirements imposed by these laws are met

The City of Irving has a commitment to being good stewards of the environment. We expect your commitment, as a City contractor/vendor/consultant, to the same goal.



ENVIRONMENTAL STEWARDSHIP
Attachment E-2 (rev. 12/31/08)

Recognizing the importance of exercising positive environmental stewardship, The City of Irving is pro-active in encouraging environmentally-sound practices in our operations and among our residents, businesses, and suppliers. Please review the specifications or scope of work for this solicitation for any environmental requirements.

Check any of the following which apply to your business operation, and list details:

_____ **Recycling** _____

_____ **Energy Efficiency Practices** _____

_____ **Environmentally Preferred** _____

_____ **Water/Energy Conservation** _____

_____ **Air Quality/Emissions** _____

_____ **Disposal Practices** _____

_____ **Other Environmentally Friendly Practices** _____

Bidder _____

ITB Number _____ **Date** _____



GOOD FAITH EFFORT PROGRAM OVERVIEW

Attachment F-1 (rev. 12/31/08)

All bid documents and proposal packages must include the signed GFE affidavit affirming the bidder/proposer's intent to comply with the City's Good Faith Effort program. Unless otherwise indicated in the ITB or RFP documents, no other GFE documentation will be required at time of bid or submission. Upon notification of intent to recommend award of contract, the apparent low bidder/most advantageous proposer has up to five (5) business days to submit the appropriate GFE forms to the City's M/WBE Program Administrator. Required GFE forms must be submitted prior to award by City Council.

The GFE forms are:

- **GFE-1** Good Faith Effort Affidavit (included as Attachment F-2)
- **GFE-2** Schedule of M/WBE Participation
- **GFE-3** Good Faith Effort Log
- **GFE-4** Intent to Perform as a Sub-Contractor
- **GFE-5** Payment Report

NOTE: Forms GFE-2 thru GFE-5 are available on the City's Web site in the Purchasing section, under "Forms."

1. All bidders or proposers must submit form **GFE-1**, Good Faith Effort Affidavit.
2. Prime contractors who are tentatively recommended for award and who will meet or exceed the GFE goal must submit the following additional forms:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
3. Prime contractors who are tentatively recommended for award and who will NOT meet or exceed the GFE goal must submit the following form:
 - GFE-3** Good Faith Effort LogIn addition, if the contractor has partial participation toward the goal, the following forms are also submitted:
 - GFE-2** Schedule of M/WBE Participation
 - GFE-4** Intent to Perform as Sub-Contractor (one for each sub-contractor)
4. The awarded contractor will submit the following form monthly to verify that the sub-contracting work is being done as agree upon:
 - GFE-5** Payment Report

For any GFE communication: Call 972-721-3753 or 972-721-2631



GOOD FAITH EFFORT AFFIDAVIT
Attachment F-2 (rev. 12/31/08)

On January 11, 2007, the Irving City Council adopted a policy to equitably and conscientiously include Minority- and Women-owned Business Enterprises (M/WBE's) in the City procurement process for all basic goods, services, professional services, and construction solicitations. The City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Irving has implemented the Good Faith Effort (GFE) Program.

M/WBE Participation Goals

The GFE Plan establishes subcontracting goals for all prospective bidders, proposers, and submitters to ensure a reasonable degree of M/WBE participation in City contracts. It is the goal of the City of Irving that a certain percentage of work under each contract be executed by one or more M/WBEs.

The following M/WBE participation goals have been established without consideration for a specific ethnicity or gender:

<u>Construction</u> 30.00%	<u>Architectural & Engineering</u> 28.00%	<u>Other Services</u> 33.00%	<u>Professional Services</u> 20.00%	<u>Goods</u> 10.00%
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The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" proposer or bidder.

By signing below, I agree to provide the City of Irving with a completed copy of all forms required by Good Faith Effort Program. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid or proposal may be deemed "non-responsive" and I may be denied award of the contract.

ITB Number: 248M-09F

 Typed or Printed Name of Certifying Official of Company

 Date

 Signature of Certifying Official of Company

 Title

Form GFE-1

**NO BONDING
REQUIREMENTS
FOR THIS ITB**

Attachment G-9 (rev. 12/31/08)



INSTRUCTIONS FOR STANDARD CONTRACT
Attachment H-1

- 1. The Standard Contract and Acknowledgement, Attachment H-2, must be completed and submitted with the bid response for all annual contracts for goods, and for all solicitations for services, unless a specialized contract will be offered.**
- 2. Date, complete information at the bottom of page one, and sign.**
- 3. Page two requires the signature to be notarized with the proper acknowledgement. Select from one of three versions: Corporate, Partnership or Sole Proprietorship.**

STANDARD CONTRACT AND ACKNOWLEDGMENT
Attachment H-2

STATE OF TEXAS §
COUNTY OF DALLAS § KNOW ALL PERSONS BY THESE PRESENTS:
CITY OF IRVING §

I.

Conditioned upon Vendor being awarded by the Irving City Council, or award being made administratively, the bid items set out in ITB# 248M-09F, and upon order of the City of Irving, Texas, a municipal corporation located in Dallas County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Vendor does hereby agree to sell, lease, furnish and/or deliver to City in accordance with the terms of Vendor's submitted Bid Page and the Specifications in above referenced ITB, the items listed as awarded to bidder in the Irving City Council resolution awarding such bid to Vendor, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

City agrees to pay Vendor for each order at the unit price listed upon the Bid Page and Specifications with payment being subject to any discount terms stated upon the Bid Page, the Summary Response Page, and Specifications, and subject to any payment terms contained elsewhere within this contract and its attachments. Any purchase of items so that the cumulative total of payments under this contract exceeds the amount authorized in the City Council Resolution awarding bid to Vendor will require additional authorization.

III.

It is understood that the following documents, to wit: the Notice to Bidders, the Standard Terms and Conditions, the General Instructions to Bidders, the Special Instructions to Bidders, the Specifications, the Bid Page, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

IV.

The date of any payment, whether net or gross, shall be determined by calculating the number of days after receipt of invoices from Vendor, or after reasonable verification as to quantities and quality herein provided, whichever is later.

V.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Dallas County, Texas. This contract is made and is to be performed in Dallas County, Texas.

VI.

If Vendor fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Vendor by the Purchasing Agent of the City. In the event that Vendor continues in default for a period of seven (7) days after receipt of the above-mentioned notice of default, City may terminate or cancel this contract or at its option may purchase similar units on the open market and recover from Vendor any difference in price thereof.

SIGNED this the ____ day of _____, A.D. 2_____.

Signature _____

Name _____

Title _____

Company Name _____

STANDARD CONTRACT AND ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name) (Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____.

Notary
Public In and For
County, _____

My Commission expires: _____

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day appeared:

(Print Name) (Print Title)

of _____ a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____.

Notary Public In and For
County, _____

My Commission expires: _____

SINGLE ACKNOWLEDGMENT

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 2_____

Notary Public In and For
County, _____

My Commission expires: _____