



QUOTE NO. 2010-85-D

THOROGOOD HELLFIRE BOOTS Model # 8046369

DOCUMENTS ARE DUE PRIOR TO:

Mar 12, 2010

NO LATE QUOTES WILL BE ACCEPTED

DOCUMENTS MUST BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

Bid 2010-85-D
THOROGOOD HELLFIRE BOOTS Model # 8046369

Bid Number 2010-85-D
Bid Title THOROGOOD HELLFIRE BOOTS Model # 8046369

Bid Start Date Feb 26, 2010 11:52:58 AM CST
Bid End Date Mar 12, 2010 3:00:00 PM CST

Bid Contact Glenna Hayes
Senior Buyer C.P.M., A.P.P.
Purchasing Division
972-941-7539
glenannah@plano.gov

Contract Duration 1 year
Contract Renewal 3 annual renewals
Prices Good for 90 days

Bid Comments The City of Plano is accepting competitive sealed quotes for the purchase of Thorogood Hellfire Firefighter boots, model # 8046369 (14 inch power waterproof HV structural bunker boot). This quote is for a brand name product (substitutions will not be considered), and will be awarded to the lowest responsive, responsible bidder meeting specification.

Item Response Form

Item 2010-85-D-1-01 - Thorogood Hellfire Model 8046369 Sizes 5-15 Medium Width
Quantity 1 pair
Unit Price
Delivery Location City of Plano
Fire Logistics
4125 W. Parker Rd.
Plano TX 75093
Qty 1
Description
Price per pair of boots;
Medium width; all sizes

Item 2010-85-D-1-02 - Thorogood Hellfire Model 8046369 Sizes 5-15 Wide Width
Quantity 1 pair
Unit Price
Delivery Location City of Plano
Fire Logistics
4125 W. Parker Rd.
Plano TX 75093
Qty 1
Description
Price per pair of boots;

Wide width; all sizes

Item 2010-85-D-1-03 - Thorogood Hellfire Model 8046369 Sizes 5-15 Extra Wide Width
Quantity 1 pair
Unit Price
Delivery Location City of Plano
 Fire Logistics
 4125 W. Parker Rd.
 Plano TX 75093
 Qty 1

Description

Price per pair of boots;
Extra Wide width; all sizes

GENERAL CONDITIONS OF BIDDING ELECTRONIC AND/OR PAPER BASED BIDS

- 1 **REQUIRED INFORMATION:** CITY OF PLANO BID PACKETS CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. THE BID FORM SECTION OF THE BID PACKET MUST BE COMPLETED PRIOR TO THE DATE AND TIME SET FOR BID OPENING AND INCLUDED WITH THE BID PACKET OR THE VENDOR WILL BE FOUND NON-RESPONSIVE. VENDORS MAY BE REQUIRED TO COMPLETE AND SUPPLY ALL INFORMATION CONTAINED IN THE "SUPPLEMENTAL INFORMATION" PORTION OF THE PACKET AT A DATE AFTER BID OPENING. FAILURE TO COMPLETE "SUPPLEMENTAL INFORMATION" REQUIREMENTS IN A TIMELY MANNER, PRIOR TO COUNCIL AWARD, MAY BE USED BY THE CITY IN DETERMINING A VENDOR'S RESPONSIBILITY.
- 2 **INSTRUCTIONS:** THESE INSTRUCTIONS APPLY TO ALL QUOTATIONS AND BECOME A PART OF TERMS AND CONDITIONS OF ANY BID PACKET SUBMITTED.
- 3 **THESE GENERAL CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF PLANO.**
- 4 **ERROR-QUANTITY:** BID PRICE MUST BE SUBMITTED ON UNITS OF QUANTITY SPECIFIED, EXTEND, AND TOTAL SHOWN, IN THE EVENT OF DISCREPANCIES IN EXTENSIONS, THE UNIT PRICE SHALL GOVERN.
- 5 **MAKE-MODEL:** PLEASE QUOTE AS LISTED OR GIVE EQUAL. IF ITEM OFFERED IS OTHER THAN AS INDICATED, BIDDER MUST STATE MAKE, MODEL, AND PART NUMBER OF PRODUCT QUOTED. EQUALITY WILL BE DETERMINED BY THE SPECIFICATIONS.
- 6 **SPLIT AWARD:** THE CITY OF PLANO RESERVES THE RIGHT TO AWARD A SEPARATE CONTRACT TO SEPARATE VENDORS FOR EACH ITEM/GROUP OR TO AWARD ONE CONTRACT FOR THE ENTIRE BID. THE CITY RESERVES THE RIGHT TO TAKE INTO CONSIDERATION CONTRACT ADMINISTRATION COSTS FOR MULTIPLE AWARD CONTRACTS WHEN DETERMINING LOW BID.
- 7 **PRICING:** BID PRICE(S) QUOTED, MUST BE HELD FIRM FOR NINETY (90) DAYS TO ALLOW FOR EVALUATION UNLESS OTHERWISE STATED IN THIS DOCUMENT.
- 8 **WARRANTY/GUARANTEE LAWS AND REGULATIONS.** BY ACCEPTANCE OF THIS ORDER, IN ADDITION TO THE GUARANTEES AND WARRANTIES PROVIDED BY LAW, VENDOR EXPRESSLY GUARANTEES AND WARRANTS AS FOLLOWS:
 - A. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL BE IN FULL CONFORMITY WITH THE SPECIFICATIONS OR WITH THE APPROVED SAMPLE SUBMITTED, AND AGREED THAT THIS WARRANTY SHALL SURVIVE ACCEPTANCE OF DELIVERY AND PAYMENT FOR THE ARTICLES AND THAT THE VENDOR WILL BEAR THE COST OF INSPECTING AND/OR TESTING ARTICLES REJECTED.
 - B. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL NOT INFRINGE ON ANY VALID PATENT, TRADEMARK, TRADE NAME, OR COPYRIGHT, AND THAT THE VENDOR WILL, AT HIS OWN EXPENSE, DEFEND ANY AND ALL ACTIONS OR SUITS CHARGING SUCH INFRINGEMENT AND WILL SAVE AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES AND SUITS ARISING THERE FROM.
 - C. THAT THE ARTICLES TO BE DELIVERED HEREUNDER WILL BE MANUFACTURED, SOLD AND/OR INSTALLED IN COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.
 - D. THAT NOTHING CONTAINED HEREIN SHALL EXCLUDE OR AFFECT THE OPERATION OF ANY IMPLIED WARRANTIES OTHERWISE ARISING IN FAVOR OF THE CITY.
- 9 **F.O.B./DAMAGE:** QUOTATIONS SHALL BE BID F.O.B. DELIVERED, MUNICIPAL FACILITY, PLANO, TX, AND SHALL INCLUDE ALL DELIVERY AND PACKAGING COSTS. THE CITY OF PLANO ASSUMES NO LIABILITY FOR GOODS DELIVERED IN DAMAGED OR UNACCEPTABLE CONDITION. THE SUCCESSFUL BIDDER SHALL HANDLE ALL CLAIMS WITH CARRIERS, AND IN CASE OF DAMAGED GOODS, SHALL SHIP REPLACEMENT GOODS IMMEDIATELY UPON NOTIFICATION BY THE CITY OF DAMAGE.
- 10 **INVOICES:** INVOICES MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER TO THE CITY OF PLANO, ACCOUNTING DEPARTMENT, P. O. BOX 860279, PLANO, TX, 75086-0279.
- 11 **PAYMENT TERMS:** PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS BID PACKET.
- 12 **TAXES:** THE CITY OF PLANO IS EXEMPT FROM FEDERAL MANUFACTURER'S EXCISE AND STATE SALES TAX. **TAX MUST NOT BE INCLUDED IN BID.** TAX EXEMPTION CERTIFICATES WILL BE EXECUTED BY THE CITY AND FURNISHED UPON REQUEST.
- 13 **SPECIFICATION-SAMPLES:** ANY CATALOG, BRAND NAMES, OR MANUFACTURER'S REFERENCE IN THIS BID PACKET IS DESCRIPTIVE AND **NOT RESTRICTIVE**, AND IS USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED FOR COMPARISON PURPOSES UNLESS SPECIFICALLY EXCLUDED. SAMPLES, IF REQUIRED, SHALL BE FURNISHED FREE OF EXPENSE TO THE CITY. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
- 14 **DELIVERY PROMISE – PENALTIES:** QUOTATIONS **MUST** SHOW THE NUMBER OF CALENDAR DAYS REQUIRED TO PLACE THE MATERIALS IN THE POSSESSION OF THE CITY. **DO NOT** QUOTE SHIPPING DATES. WHEN DELIVERY DELAY CAN BE FORESEEN, THE BIDDER SHALL GIVE PRIOR NOTICE TO THE PURCHASING DIVISION, WHO SHALL HAVE THE RIGHT TO EXTEND THE DELIVERY DATE IF REASONS FOR DELAY APPEAR ACCEPTABLE. DEFAULT IN PROMISED DELIVERY, WITHOUT ACCEPTABLE REASONS, OF FAILURE TO MEET SPECIFICATIONS, AUTHORIZES THE PURCHASING DIVISION TO PURCHASE GOODS ELSEWHERE, AND CHARGE ANY INCREASE IN COST AND HANDLING TO THE DEFAULTING BIDDER.
- 15 **PACKAGING:** UNLESS OTHERWISE INDICATED, ITEMS WILL BE NEW, UNUSED, AND IN FIRST RATE CONDITION IN CONTAINERS SUITABLE FOR DAMAGE-FREE SHIPMENT AND STORAGE.
- 16 **CORRESPONDENCE:** THE NUMBER OF THIS BID PACKET MUST APPEAR ON ALL CORRESPONDENCE, INQUIRIES, ETC. PERTAINING TO THIS QUOTATION.

- 17 **DELIVERY TIMES:** DELIVERIES WILL BE ACCEPTABLE ONLY DURING NORMAL WORKING HOURS AT THE DESIGNATED CITY MUNICIPAL FACILITY.
- 18 **PATENT RIGHTS:** THE VENDOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY CLAIM INVOLVING PATENT RIGHT INFRINGEMENT OR COPYRIGHTS ON GOODS SUPPLIED.
- 19 **EVALUATION:** BIDS/PROPOSALS WILL BE EVALUATED AS OUTLINED IN THE BID/PROPOSAL DOCUMENT.
- 20 **FUNDING:** THE CITY OF PLANO IS A HOME-RULE MUNICIPAL CORPORATION OPERATED AND FUNDED ON AN OCTOBER 1, TO SEPTEMBER 30, BASIS; ACCORDINGLY, THE CITY RESERVES THE RIGHT TO TERMINATE, WITHOUT LIABILITY TO THE CITY, ANY CONTRACT FOR WHICH FUNDING IS NOT AVAILABLE.
- 21 **ASSIGNMENT:** THE SUCCESSFUL BIDDER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PURCHASING DIVISION.
- 22 **INTERLOCAL AGREEMENT:** SUCCESSFUL BIDDER AGREES TO EXTEND PRICES AND TERMS TO ALL ENTITIES WHO HAVE ENTERED INTO OR WILL ENTER INTO JOINT PURCHASING INTERLOCAL COOPERATION AGREEMENTS WITH THE CITY OF PLANO.
- 23 **AUDIT:** THE CITY OF PLANO RESERVES THE RIGHT TO AUDIT THE RECORDS AND PERFORMANCE OF SUCCESSFUL BIDDER DURING THE CONTRACT AND FOR THREE YEARS THEREAFTER.
- 24 **INSURANCE:** THE CITY REQUIRES VENDOR(S) TO CARRY THE MINIMUM INSURANCE AS REQUIRED BY STATE LAWS.
- 25 **PROTESTS:** ALL PROTESTS REGARDING THE BID SOLICITATION PROCESS MUST BE SUBMITTED IN WRITING TO THE CHIEF PURCHASING OFFICER (C.P.O.) WITHIN FIVE (5) WORKING DAYS FOLLOWING THE OPENING OF BIDS. THIS INCLUDES ALL PROTESTS RELATING TO ADVERTISING OF BID NOTICES, DEADLINES, BID OPENING, AND ALL OTHER RELATED PROCEDURES UNDER THE LOCAL GOVERNMENT CODE, AS WELL AS ANY PROTESTS RELATING TO ALLEGED IMPROPRIETIES OR AMBIGUITIES IN THE SPECIFICATIONS.
- THE LIMITATION DOES NOT INCLUDE PROTESTS RELATING TO STAFF RECOMMENDATIONS AS TO AWARD OF THIS BID. PROTESTS RELATING TO STAFF RECOMMENDATIONS MAY BE DIRECTED TO THE CITY COUNCIL BY CONTACTING THE CITY SECRETARY **PRIOR** TO COUNCIL AWARD. ALL STAFF RECOMMENDATIONS WILL BE MADE AVAILABLE FOR PUBLIC REVIEW **96 HOURS** PRIOR TO CONSIDERATION BY THE CITY COUNCIL.
- 26 **WITHDRAWAL OF BIDS:** BIDDER AGREES THAT A BID PRICE MAY NOT BE WITHDRAWN OR CANCELED BY THE BIDDER FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE DESIGNATED FOR THE RECEIPT OF BIDS WITHOUT WRITTEN APPROVAL OF C.P.O.
- 27 **CHANGE ORDERS:** NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF PLANO.
- 28 **ADDENDA:** ANY INTERPRETATIONS, CORRECTIONS OR CHANGES TO THIS BID PACKET WILL BE MADE BY ADDENDA. SOLE ISSUING AUTHORITY SHALL BE VESTED IN THE CITY OF PLANO PURCHASING DIVISION. ADDENDA WILL BE SENT TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS BID PACKET, IF THE ADDENDA CONTAINS CHANGES TO THE "SPECIFICATION" OR "BID FORM", BIDDERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA OR THEY WILL BE DECLARED NON-RESPONSIVE.
- 29 **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A PROSPECTIVE BIDDER MUST AFFIRMATIVELY DEMONSTRATE BIDDER'S RESPONSIBILITY. THE CITY OF PLANO MAY REQUEST REPRESENTATION AND OTHER INFORMATION SUFFICIENT TO DETERMINE BIDDER'S ABILITY TO MEET THESE MINIMUM STANDARDS INCLUDING BUT NOT LIMITED TO:
- A. HAVE ADEQUATE FINANCIAL RESOURCES, OR THE ABILITY TO OBTAIN SUCH RESOURCES AS REQUIRED;
 - B. BE ABLE TO COMPLY WITH THE REQUIRED OR PROPOSED DELIVERY SCHEDULE;
 - C. HAVE SATISFACTORY RECORD OF PERFORMANCE;
 - D. HAVE A SATISFACTORY RECORD OF INTEGRITY AND ETHICS;
 - E. BE OTHERWISE QUALIFIED AND ELIGIBLE TO RECEIVE AN AWARD.
- 30 **CONTRACTORS SHALL:** RELEASE, DEFEND INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE PERFORMANCE OF THE WORK OR CAUSED BY THE NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.
- IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO SELECT OR TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL RETAIN CITY APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.
- 31 **TERMINATION FOR DEFAULT:** THE CITY OF PLANO RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL BIDDER FAILS TO 1) MEET DELIVERY SCHEDULES OR, 2) OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO

ANOTHER BIDDER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL BIDDER.

- 32 **TESTING:** TESTING MAY BE PERFORMED AT THE REQUEST OF THE CITY OR ANY PARTICIPATING ENTITY, BY AN AGENT SO DESIGNATED, WITHOUT EXPENSE TO THE CITY.
- 33 **REMEDIES:** THE SUCCESSFUL BIDDER AND THE CITY OF PLANO AGREE THAT EACH PARTY HAVE RIGHTS, DUTIES, AND REMEDIES AVAILABLE AS STATED IN THE UNIFORM COMMERCIAL CODE AND ANY OTHER AVAILABLE REMEDY, WHETHER IN LAW OR EQUITY.
- 34 **VENUE:** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUCTED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN COLLIN/DENTON COUNTY, TEXAS. EXCLUSIVE VENUE SHALL BE IN COLLIN COUNTY, TEXAS.
- 35 **SILENCE OF SPECIFICATION:** THE APPARENT SILENCE OF THESE SPECIFICATIONS AS TO ANY DETAIL OR TO THE APPARENT OMISSION FROM IT OF A DETAILED DESCRIPTION CONCERNING ANY POINT, SHALL BE REGARDED AS MEANING THAT ONLY THE BEST COMMERCIAL PRACTICES ARE TO PREVAIL. ALL INTERPRETATIONS OF THESE SPECIFICATIONS SHALL BE MADE ON THE BASIS OF THIS STATEMENT.
- 36 **NO PROHIBITED INTEREST:** BIDDER ACKNOWLEDGES AND REPRESENTS THAT THEY ARE AWARE OF THE LAWS, CITY CHARTER, AND CITY CODE OF CONDUCT REGARDING CONFLICTS OF INTEREST. THE CITY CHARTER STATES THAT "NO OFFICER OR EMPLOYEE OF THE CITY SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN ANY CONTRACT WITH THE CITY, NOR SHALL BE FINANCIALLY INTERESTED, DIRECTLY OR INDIRECTLY, IN THE SALE TO THE CITY OF ANY LAND, OR RIGHTS OR INTEREST IN ANY LAND, MATERIALS, SUPPLIES OR SERVICE.....".
- 37 **PREPARATION COST:** THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY BIDS OR MATERIALS SUBMITTED IN RESPONSE TO ANY BID, QUOTATION, OR PROPOSAL.
- 38 **MINOR DEFECT:** THE CITY RESERVES THE RIGHT TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY BID. THE CITY MAY ALSO REJECT ANY OR ALL BIDS WITHOUT CAUSE PRIOR TO AWARD.
- 39 **BID OPENINGS:** ALL BIDS SUBMITTED WILL BE READ AT THE CITY'S REGULARLY SCHEDULED BID OPENING FOR THE DESIGNATED PROJECT. **HOWEVER, THE READING OF A BID AT BID OPENING SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.**

THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NO LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.
- 40 **BID SUMMARY SHEET:** BID SUMMARY RESULTS WILL BE MADE AVAILABLE **FORTY-EIGHT (48) HOURS AFTER BID OPENING**. BIDDERS DESIRING A COPY OF THE BID SUMMARY SHEET MAY VIEW THE RESULTS ONLINE **FORTY-EIGHT HOURS (48) HOURS AFTER THE BID OPENING** AT THE FOLLOWING LOCATIONS: <http://www.plano.gov/Departments/Purchasing/Bid+Information/bideval.htm> [PURCHASING WEBSITE] OR <http://www.bidsync.com> [BIDSYNC WEBSITE]. A BIDDER MAY ALSO REQUEST A COPY VIA EMAIL AT purchasinginfor@plano.gov. **NO RESULTS WILL BE GIVEN OVER THE TELEPHONE.**
- 41 **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR CERTIFIED PRODUCTS AND/OR PRODUCTS THAT MEET FEDERAL ENERGY MANAGEMENT PROGRAM STANDARDS ([WWW.EERE.ENERGY.GOV/FEMP](http://www.eere.energy.gov/femp)) FOR ENERGY CONSUMPTION. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS THAT ARE PRODUCED WITH RECYCLED MATERIALS, WHERE APPROPRIATE, UNLESS OTHERWISE REQUESTED IN THE SPECIFICATIONS.
- 42 **ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** BIDDERS ARE ENCOURAGED TO OFFER ENERGY STAR, GREEN SEAL, ECOLOGO AND/OR EPEAT CERTIFIED PRODUCTS. THE CITY ALSO ENCOURAGES BIDDERS TO OFFER PRODUCTS AND SERVICES THAT ARE PRODUCED OR DELIVERED WITH MINIMAL USE OF VIRGIN MATERIALS AND MAXIMUM USE OF RECYCLED MATERIALS AND REDUCE WASTE, ENERGY USAGE, WATER UTILIZATION AND TOXICITY IN THE MANUFACTURE AND USE OF PRODUCTS.
- 43 **NON-RESIDENT BIDDERS:** TEXAS GOVERNMENT CODE, CHAPTER 2252: NON-RESIDENT BIDDERS. TEXAS LAW PROHIBITS CITY AND GOVERNMENTAL UNITS FROM AWARDING CONTRACTS TO A NON-RESIDENT UNLESS THE AMOUNT OF SUCH BID IS LOWER THAN THE LOWEST BID BY A TEXAS RESIDENT BY THE AMOUNT A TEXAS RESIDENT WOULD BE REQUIRED TO UNDERBID IN THE NON-RESIDENT BIDDERS STATE.
- 44 **ELECTRONIC BIDS:** THE CITY OF PLANO USES RFP DEPOT TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. **FOR COOPERATIVE BIDS AND REVERSE AUCTIONS ONLY**, RESPONDING VENDORS AGREE TO PAY RFP DEPOT A TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT OF ALL CONTRACTS FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR. COOPERATIVE BIDS AND REVERSE AUCTIONS WILL BE CLEARLY MARKED ON THE BID DOCUMENTS. TO ASSURE THAT ALL VENDORS ARE TREATED EQUALLY, THE FEE WILL BE PAYABLE WHETHER THE BID/PROPOSAL IS SUBMITTED ELECTRONICALLY OR BY PAPER MEANS. REFER TO WWW.BIDSYNC.COM FOR FURTHER INFORMATION.
- 45 **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** THE CITY ADOPTS VERNON TEXAS' STATUTES AND CODES ANNOTATED BUSINESS AND COMMERCE CODE CHAPTER 43. UNIFORM ELECTRONIC TRANSACTION ACT, ALLOWING INDIVIDUALS, COMPANIES, AND GOVERNMENTAL ENTITIES TO LAWFULLY USE AND RELY ON ELECTRONIC SIGNATURES.
- 46 **DELINQUENT TAXES:** SECTION 2-2 OF THE CITY CODE OF ORDINANCES PROHIBITS THE PAYMENT OF PUBLIC FUNDS TO PERSONS THAT OWE DELINQUENT TAXES TO THE CITY OF PLANO. THEREFORE, PAYMENT TO A CONTRACTOR OR VENDOR FOR GOODS OR SERVICES PROVIDED TO CITY UNDER CONTRACT OR PURCHASE ORDER MAY BE WITHHELD IN THE EVENT THE CONTRACTOR OR VENDOR OWES DELINQUENT TAXES TO THE CITY.
- 47 **PRICE ESCALATION:** PRICE ESCALATIONS MAY BE PERMITTED BY THE CITY OF PLANO DURING THE TERM OF THE CONTRACT.

ALL REQUESTS FOR PRICE ESCALATION SHALL BE IN WRITTEN FORM AND SHALL DEMONSTRATE INDUSTRY-WIDE OR REGIONAL INCREASES IN THE CONTRACTOR'S COSTS. INCLUDE DOCUMENTS SUPPORTING THE PRICE ESCALATION, SUCH AS MANUFACTURER'S DIRECT COST, POSTAGE RATES, RAILROAD COMMISSION RATES, FEDERAL/STATE MINIMUM WAGE LAWS, FEDERAL/STATE UNEMPLOYMENT TAXES, FICA, ETC. INCREASES WILL APPLY ONLY TO THE PRODUCTS(S) AND/OR SERVICE(S) AFFECTED BY AN INCREASE IN RAW MATERIAL, LABOR, OR ANOTHER LIKE COST FACTOR. THE CITY OF PLANO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY/ALL PRICE ESCALATIONS.

- 48 **PRICE REDUCTION:** IF DURING THE LIFE OF THE CONTRACT, THE CONTRACTOR'S NET PRICES TO OTHER CUSTOMERS FOR THE SAME PRODUCT(S) AND/OR SERVICE(S) ARE LOWER THAN THE CITY OF PLANO'S CONTRACTED PRICES, AN EQUITABLE ADJUSTMENT SHALL BE MADE IN THE CONTRACT PRICE.
- 49 **BID NOTIFICATION:** CITY OF PLANO UTILIZES THE FOLLOWING PROCEDURES FOR NOTIFICATION OF BID OPPORTUNITIES: WWW.BIDSYNC.COM AND THE PLANO STAR COURIER (WWW.PLANOSTAR.COM). THESE ARE THE ONLY FORMS OF NOTIFICATION AUTHORIZED BY THE CITY. PLANO SHALL NOT BE RESPONSIBLE FOR RECEIPT OF NOTIFICATION AND INFORMATION FROM ANY SOURCE OTHER THAN THOSE LISTED. IT SHALL BE THE VENDOR'S RESPONSIBILITY TO VERIFY THE VALIDITY OF ALL BID INFORMATION RECEIVED BY SOURCES OTHER THAN THOSE LISTED.
- 50 **EMPLOYMENT ELIGIBILITY VERIFICATION:** THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) MAKES IT ILLEGAL FOR EMPLOYERS TO KNOWINGLY HIRE OR RECRUIT IMMIGRANTS WHO DO NOT POSSESS LAWFUL WORK AUTHORIZATION AND REQUIRES EMPLOYERS TO VERIFY THEIR EMPLOYEES' WORK ELIGIBILITY ON A U.S. DEPARTMENT OF JUSTICE FORM I-9.

THE CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR IS IN COMPLIANCE WITH IRCA AND WILL MAINTAIN COMPLIANCE WITH IRCA DURING THE TERM OF THE CONTRACT WITH THE CITY. CONTRACTOR/VENDOR WARRANTS THAT CONTRACTOR/VENDOR HAS INCLUDED OR WILL INCLUDE A SIMILAR PROVISION IN ALL WRITTEN AGREEMENTS WITH ANY SUBCONTRACTORS ENGAGED TO PERFORM SERVICES UNDER THIS CONTRACT.

**GENERAL CONDITIONS OF BIDDING
ADDITIONAL INSTRUCTIONS FOR PAPER BIDS ONLY**

1. **BID SUMMARY SHEET:** BID SUMMARY RESULTS WILL BE MADE AVAILABLE **FORTY-EIGHT (48) HOURS AFTER BID OPENING**. BIDDERS DESIRING A COPY OF THE BID SUMMARY SHEET MAY VIEW THE RESULTS ONLINE **FORTY-EIGHT HOURS (48) HOURS AFTER THE BID OPENING** AT THE FOLLOWING LOCATIONS: <http://www.plano.gov/Departments/Purchasing/Bid+Information/bideval.htm> [PURCHASING WEBSITE] OR <http://www.bidsync.com> [BIDSYNC WEBSITE]. A BIDDER MAY ALSO REQUEST A COPY VIA EMAIL AT purchasinginfor@plano.gov. **NO RESULTS WILL BE GIVEN OVER THE TELEPHONE.**
2. **LATE BIDS:** BID PACKETS RECEIVED IN THE PURCHASING DIVISION AFTER SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE CITY OF PLANO IS NOT RESPONSIBLE FOR THE LATENESS OF MAIL CARRIER, WEATHER CONDITIONS, ETC.
3. **ALTERING BIDS:** BID PRICES CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTER-LINEATION ALTERATION, OR ERASURE MADE BEFORE OPENING TIME MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY.
4. **PRESENTATION OF BIDS:** COMPLETE BID PACKETS MUST BE PRESENTED TO THE PURCHASING DIVISION IN A SEALED ENVELOPE.

Revised: February 17, 2010

SMWBE POLICY

IT IS THE POLICY OF THE CITY OF PLANO TO INVOLVE SMALL BUSINESSES AND MINORITY/WOMAN OWNED BUSINESSES TO THE GREATEST EXTENT POSSIBLE IN THE PROCUREMENT OF GOODS, EQUIPMENT, SERVICES AND CONSTRUCTION PROJECTS. TO ASSIST US WITH OUR RECORDKEEPING, VENDORS SHOULD IDENTIFY ANY SMALL/MINORITY/WOMAN-OWNED COMPANY BEING UTILIZED IN THIS BID AND NOTE THE MONETARY INVOLVEMENT.

ANNUAL CONTRACT VERBIAGE

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Plano will be done so utilizing Contract Release Orders (CRO's). All invoices must reference City of Plano CRO number.

The City will have the right and option to extend the term of the agreement for three additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the agreement upon thirty (30) days written notice.

2010-85-D**THOROGOOD HELLFIRE BOOTS
Model # 8046369****SPECIFICATIONS / REQUIREMENTS**

The City of Plano is accepting competitive sealed quotes for the purchase of **Thorogood Hellfire Firefighter boots, model # 8046369 (14 inch power waterproof HV structural bunker boot)**. This quote is for a brand name product (substitutions will not be considered), and will be awarded to the lowest responsive, responsible bidder meeting specification.

The City of Plano intends to establish an annual contract containing a fixed pricing structure for the term of the agreement. The initial contract period shall be for twelve (12) months, and the City shall have the right and option to extend the term of the contract for three (3) additional one (1) year periods under the same terms and conditions. The City will also have the right and option to terminate the agreement upon thirty (30) days written notice.

Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Plano will be done so utilizing Contract Release Orders (CRO's). All invoices must reference City of Plano CRO number.

NOTE: The City reserves the right to compare all bids against any State and/or Inter-local contracts in determination of the award of this bid.

1. General Information

- 1.1 It is the intention of the Plano Fire Department to purchase **Thorogood Hellfire Firefighting boots model # 8046369** on an as needed basis. The Department **estimates** it will purchase **75-100 pairs of boots** in a variety of sizes during the initial year of the contract, and additional boots will be purchased on an as needed basis during future years. Bidders must understand that these are only estimates. The actual number of boots purchased may be less than or more than the estimated quantities.

- 1.2 **Delivery Requirements:** All deliveries shall be made FOB Destination and received within 45 calendar days after receipt of order, to the following address. Deliveries will be made Monday through Friday between the hours of 8:00am and 5:00pm CST/CDT:

Plano Fire Department
Support Services Section

4121 W. Parker Road
Plano, TX 75093

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- 1.3 **Unit Price:** The City requests a unit price per pair of boots. The unit price shall include shipping (FOB Destination), and additional charges will not be accepted without prior written authorization from the City of Plano.
- 1.4 **Authorized Dealer/Distributor:** All bidders submitting bids must be an authorized dealer/distributor for the products as described in this specification, and have a history as evidenced by completion of the Client Work History form (verifiable by the manufacturer) and must remain as such throughout the term of the contract.
- 1.5 **Warranty:** All boots bid shall carry a minimum 1 year warranty. All bidders are to include warranty information on the provided worksheet.

2. **GENERAL INFORMATION:**

- 2.1 **Original Invoices:** All original invoices and statements must be sent to the City of Plano Accounting Department for payment. All invoices and statements must contain the City's Purchase Order Number. Please mail or deliver all original invoices to the following address:

City of Plano
Accounting Department
Accounts Payable Section
P. O. Box 860279
Plano, Texas 75086-0279

2.2 **TEXAS OPEN RECORDS ACT - PUBLIC INSPECTION AFTER AWARD:**

Information submitted in the respondent's offer is subject to public inspection after award of contracts. Any trade secrets or confidential information submitted by a respondent which respondent does not wish to be subject to public inspection must be clearly marked "Confidential Information." Respondent is advised that the confidentiality of their offer will be protected to the extent permitted by law. Respondent is advised to consider the implications of the Texas Open Records Act, particularly after the offer process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such by the consultant at the time of bid submittal and will be treated as confidential by the City of Plano to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Open Records Act. The final decision as to what information must be

disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary upon public request.

3. VENDOR SUBMITTALS:

The following documents and items are required to facilitate the award process:

- Completed Client Information Work History worksheet
- Completed Warranty Information worksheet

Exhibit "A"
Client Work History

List the three references for contracts similar in scope over the last five years.

1. Client Name:
Contact Name:
Phone Number:
Dates of Service:
Brief description of service provided:



2. Client Name:
Contact Name:
Phone Number:
Dates of Service:
Brief description of service provided:



3. Client Name:
Contact Name:
Phone Number:
Dates of Service:
Brief description of service provided:



4. Client Name:
Contact Name:
Phone Number:
Dates of Service:
Brief description of service provided:



5. Client Name:

Contact Name:

Phone Number:

Dates of Service:

Brief description of service provided:

In the last five years, have you been released or removed from a job prior to the job being completed?

YES NO

If yes, give reason(s)

2010-85-D

THOROGOOD HELLFIRE BOOTS
Model # 8046369

Warranty Worksheet

VENDOR:

Vendor to provide warranty information for the offered items. See paragraph 1.5 for minimum requirements.



AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By:

Signature

Print Name

Title

Date

FORM CIQ**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

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

€ (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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire? Yes € €
- B. Is the filer of the questionnaire 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 € €
- 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 of 10 percent or more? Yes € €
- D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date:

Adopted 06/29/2007



Local Government Officers City of Plano, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Plano Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

Mayor: Phil Dyer

Council Members: Harry LaRosiliere, Mayor Pro Tem
Lee Dunlap, Deputy Mayor Pro Tem
Pat Miner
Ben Harris
Mabrie Jackson
Lissa Smith
Jean Callison

City Manager: Thomas H. Muehlenbeck

Environmentally Preferable Purchasing Questionnaire

The City of Plano adopted an Environmental Purchasing Policy in March, 2008 which is posted on the Purchasing Department's Website.

The goal of the policy is to encourage the purchase and use of materials, products and services that are economically responsible that include environmental factors in the decision making process

Product and service attributes include, but are not limited to, recycled content, energy and/or water conservation, toxic material waste minimization and disposal methods.

To help measure the success of this EPP the Purchasing Department has developed this questionnaire concerning environmentally preferable products and services.

Note: This will either be an optional or required submittal.

If the bid or proposal requires environmentally preferred products/services in the specification and will be evaluated as such then this questionnaire shall be submitted with all other documents pertaining to the bid/proposal.

If there are no requirements in the specifications for these products/services but would like to help us gather information on environmentally preferable products then complete this questionnaire and submit it as optional information with the bid/proposal documents.

Vendor Name: <input type="text"/>	Phone: <input type="text"/>
Product/Service: <input type="text"/>	

Does Product or Service?	Yes	No	Details
Contain recycled material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> 
Reduce energy consumption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> 
Certified by certification programs such as Energy Star, Green Seal, Ecologo, EPEAT, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> 
Reduce toxicity, including emissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> 
Reduce waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> 
Contain Recyclable materials	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> 
Reduce water consumption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> 
Have other environmental impacts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> 

(Attach supporting documents if needed)

Vendor Acknowledgement Page

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions in the specifications of the Invitation for Bid/Proposal.

The following information must be filled out in its entirety for your bid/proposal to be considered:

Company Name:

Address of Principal Place of Business:

Phone of Principal Place of Business:

Fax of Principal Place of Business:

Address, Phone/Fax Number of Majority Owner Principal Place of Business:

E-mail Address of Representative:

Authorized Representative Name:

Authorized Representative Title:

Date:

Acknowledgement of Addenda: #1 #2 #3 #4 #5

Question and Answers for Bid #2010-85-D - THOROGOOD HELLFIRE BOOTS Model # 8046369

OVERALL BID QUESTIONS

Question 1

How many total boots are you looking at ordering? (Submitted: Feb 26, 2010 3:51:26 PM CST)

Answer

- Please see paragraph 1.1 of the bid specification. (Answered: Feb 26, 2010 3:54:58 PM CST)

Question 2

What is the current price you are paying for this boot? What was the price that won the last bid/contract for this boot? (Submitted: Feb 26, 2010 3:51:59 PM CST)

Answer

- There is no price history for this boot, as it is a new item for the department. (Answered: Feb 26, 2010 3:54:58 PM CST)