

City of Fayetteville Item Review Form

2013-0167

Legistar File Number

12-17-2013

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

David Dayringer

Submitted By

Fire

Department

Action Required:

A resolution awarding Bid 13-54 for and approving the purchase of wildland firefighting boots from the vendor College Shoe Shop, in the amount of \$22,000 for the Fayetteville Fire Department.

Does this item have a cost? Yes

\$22,000.00

Cost of this request

\$150,920.00

Category or Project Budget

Fire FEMA Grant-Wildland Fire Gear

Program or Project Name

1010.3020.5302.01

Account Number

\$0.00

Funds Used to Date

Fire Operations

Program or Project Category

31303/1

Project Number

\$128,920.00

Remaining Balance

General

Fund Name

Budgeted Item? Yes

Budget Adjustment Attached? No

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

11-05-13 P03:55 RC

Comments:

Paul A. Butler 11-6-13

Paul a. Butler 11-7-2013

David Man 11-7-13
David Man 11/7/13



CITY COUNCIL AGENDA MEMO

To: Mayor Jordan and City Council

From: David Dayringer, Fire Chief *JCP*

Date: November 6, 2013

Subject: A resolution awarding Bid 13-54 for and approving the purchase of wildland firefighting boots from the vendor *College Shoe Shop*, in the amount of \$22,000 for the Fayetteville Fire Department.

PROPOSAL:

The procurement of these wildland fire boots will allow The Fayetteville Fire Department to meet all requirements of the NFPA 1977 Protective Clothing and Equipment for the work of Wildland Fire Fighting. Further, the wildland firefighting boots will enable the Fayetteville Fire Department to possess outstanding personal protective equipment to aid in responding to wildland fire calls.

RECOMMENDATION:

Sealed formal bids for the purchase of the wildland firefighting gear boots were publicly read and the results are attached to this memo.

Staff recommends a resolution awarding Bid 13-54-Fire Department Wildland Fire Boots to the vendor *College Shoe Shop* who were the only vendors to meet the specifications and approving the purchase of wildland gear boots for a total price of \$22,000.

BUDGET IMPACT:

Funds for the purchase of the wildland boots have been budgeted in project #31303/1 as a result of the Federal Emergency Management Agency Assistance to Firefighters Grant Award of \$120,736.00 and matched with \$30,184.00 from Fire Department Act 833/46/Misc. Revenue.

The Act 833 project is funded by the State Fire Protection Services Program—Act 833 of 1991 through a half of 1% premium tax on fire insurance policies. This purchase is part of this FEMA grant and the \$22,000 purchase price will be matched with 20%(\$4,400) of Act 833 money which has been previously approved.

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID #13-54 AND APPROVING AN AGREEMENT WITH COLLEGE SHOE SHOP IN THE AMOUNT OF \$22,000.00 FOR THE PURCHASE OF WILDLAND FIREFIGHTING BOOTS FOR THE FIRE DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-54 and approves an agreement with College Shoe Shop in the amount of \$22,000.00 for the purchase of wildland firefighting boots for the Fire Department.

PASSED and APPROVED this 17th day of December, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

To: Andrea Foren, Purchasing

From : Kevin Murray, Assistant Chief Fire

Re: Bid 13-54

Date: November 1, 2013

Low Bid # 1: Casco Thorogood model 834-6381 \$155.00

Did not have enough eyelets, did not have steel shank, sizing did not match specs, did not have 30 day unconditional wear guarantee that I could document

Low Bid # 2: Ferrara Thorogood model 834-6371 \$172.00

Did not have steel shank, Did not have 30 day unconditional wear guarantee. Specifically stated "must be unworn"

Low Bid # 3: Nafco Thorogood model 834-6381 \$173.27

Did not have enough eyelets, did not have steel shank, sizing did not match specs, did not have 30 day unconditional wear guarantee that I could document

Low Bid # 4: Casco Thorogood model 834-6371 \$175.00

Did not have steel shank, sizing does not meet specs, Did not have 30 day unconditional wear guarantee that I could document

Low Bid # 5: Casco Thorogood model 834-6373 \$177.00

Did not have lace hooks, (zippers) sizing did not meet specs, did not have 30 day unconditional wear guarantee that I could document

Low Bid # 6: EVS Thorogood model 834-6371 \$179.78

Did not have steel shank, sizing did not meet specs, Did not have 30 day unconditional wear guarantee that I could document

Low Bid # 7: College Shoe Redwing model 218 \$182.23

Met Bid specs. I could document 30 day unconditional wear guarantee

Low Bid # 8: Bob Barker Thorogood model 834-6371 \$201.39

Did not have steel shank, sizing did not meet specs, Did not have 30 day unconditional wear guarantee that I could document

Low Bid #7 differed the least from the bid specifications.

Fayetteville

ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 13-54, Wildland Fire Boots

DEADLINE: Tuesday, October 29, 2013 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@ci.fayetteville.ar.us

DATE OF ISSUE AND ADVERTISEMENT: Monday, October 14, 2013

INVITATION TO BID **Bid 13-54, Wildland Fire Boots**

No late bids shall be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: College Shoe Shop

Contact Person: Adam Guess Title: Manager

E-Mail: College shoe repair@shcglobal.net Phone: 479-521-4876

Business Address: 1703 W. Martin Luther King Blvd.

City: Fayetteville State: AR Zip: 72701

Signature: Adam Guess Date: 10/24/13

City of Fayetteville
Bid 13-54, Wildland Fire Boots
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made 45 calendar days from date of received Purchase Order

F.O.B. City of Fayetteville Central Fire Station, 303 W Center St., Fayetteville, AR 72701

Item	Description	Estimated Quantity (# of pairs of boots)	Price per Pair	*Total Base Bid
1	Wildland Fire Boot	110	x \$ <u>182.23</u>	= \$ <u>22,000.00</u>

Please Specify for Unit(s) Bid:

*MANUFACTURER: Redwing *MODEL: 218

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid.

NAME OF BIDDER: College Shoe Shop Adam Guess

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain): _____

Unsigned bids shall be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: College Shoe Shop
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: 1703 W. Martin Luther King Blvd

*CITY: Fayetteville *STATE: AR *ZIP: 72701

*PHONE: 479-521-4876 FAX: 479-521-1076

*E-MAIL: CollegeShoeRepair@Sbcglobal.net

*BY: (PRINTED NAME) Adam Guess

*AUTHORIZED SIGNATURE: Ola Guess

*TITLE: Manager

Acknowledge Addendums:

Addendum No. 1 Dated: 10/23/13 Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 13-54, Wildland Fire Boots
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

1. Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after

approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. **Sales tax shall not to be included in the bid price.** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**
- i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone

(479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS: N/A

City of Fayetteville
Bid 13-54, Wildland Fire Boots
Detailed Specifications: Wild Land Fire Boots

BIDDING REQUIREMENTS:

- **When given a specification option with a blank (example a. _____), bidder shall write a “check mark” or write “yes” indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “no” and writing on the City’s bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.**
- **Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.**

1.0 GENERAL –

- 1.1 This specification concerns the purchase of 110 pairs of Wild Land Fire Boots per the following specifications.
- 1.2 All unit(s) bid shall meet or exceed the minimum requirements or they shall be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 Wherever used in this bid, the following terms shall be understood to have the following definitions: "Supplier" and "Bidder" shall mean the individual, partnership, or corporation, whose bid to supply the items and work specified herein has been accepted by the City of Fayetteville. "Supplier" shall also encompass any employee, partner, consultant, or subcontractor, to the winning bidder. "Work" shall mean the furnishing of all necessary equipment, labor, ancillary items, and services required herein.
- 1.5 Equipment supplied under this specification shall remain the property of the Bidder until delivery to and accepted by the City of Fayetteville.
- 1.6 Deliveries for the items shall only be accepted during normal business hours between 7:30 AM and 4:00 PM, local time.
- 1.7 Specifications shall be complete and submitted with bid.
- 1.8 In case of conflict between specifications for NFPA 1977 Protective Clothing and Equipment for Wildland for the work of Wildland Fire Fighting 2011 Edition and this bid document, NFPA 1977 shall govern.

2.0 MANUFACTURER / MODEL -

- 2.1 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 2.2 Unit(s) bid price shall be valid for the most current model year being sold.

3.0 TECHNICAL SPECIFICATIONS -

3.1 Bidder shall provide and deliver 110 pairs of Wild Land Fire Boots per the specifications listed. The entire quantity of 110 pairs shall be placed and delivered in a single order.

3.2 Wild Land Fire Boots:

- a. Units bid shall meet all requirements of the NFPA 1977 Protective Clothing and Equipment for Wild Land for the work of Wild Land Fire Fighting 2011 Edition
- b. UL Certified
- c. Country of origin shall be United States of America
- d. Black single piece leather exterior
- e. 6 eyelets minimum, starting at front of boot, to maximize and secure fit to foot and leg
- f. 4 lace hooks minimum, beginning after six eyelets
- g. 1 single eyelet at the top of the boot shaft to maximize fit and tightness of securing boot
- h. 4 heavy duty boot lacing hooks minimum, placed in between first 6 eyelets and top eyelet
- i. Storm welt construction or equal
- j. Flame and cut resistant
- k. Poron Insole or equal
- l. Removable footbed insole
- m. Rubber and leather midsole
- n. Vibram firefighting outer sole or equal
- o. Heat and oil resistant sole
- p. Sole shall have deep channels to **resists heat and oil** and has deep channels that dismiss fluids
- q. Sole shall have sharp leading edges to insure proper traction during terrain travel
- r. Sole shall have side outer lugs with patterned shank and defined heel breast to deliver sturdiness on rough dangerous train or ladders
- s. Lineman Steel Shank for Non-Heat Conductive Construction
- t. Kevlar Thread, or equal, for fire-resistant effectiveness
- u. Non-marking sole
- v. Slip resistant
- w. Shall include the ability to use care products such as boot oil and leather protector and conditioner
- x. 90 degree defined heel
- y. Boots shall be available in the following sizes:
 - ◆ C: 4.5-12.5
 - ◆ D: 7-13, 14, 15
 - ◆ E: 6-13
 - ◆ EEE: 8-11

- z. Heavy duty waxed tan or black laces with accurate and appropriate length to insure proper fit after boot is tied. Laces shall not be overly long, which could create a safety hazard. Laces shall keep boot fitted properly and securely around the feet.
- aa. All hardware on the boot shall be non-tarnishable, weather resistant, and rust proof
- bb. Boot sole shall be heat tested from an accredited testing laboratory in the United States of America. Sole shall be tested with passing results for a minimum of 475 degrees Fahrenheit for a minimum of 40 minutes.

4.0 WARRANTY

4.1 Warranty shall include the following, at minimum. Bidder shall serve as the warranty administrator.

- a. Warranty date shall start upon the delivery by the manufacturer and completion of the manufactures representative inspection and acceptance of the equipment by the City of Fayetteville.
- b. All items bid shall have a one (1) year manufactory's warranty against defects in workmanship and materials. Such one (1) year warranty shall include shipping to and from the City of Fayetteville.
- c. Each pair of boots shall have a thirty (30) calendar day unconditional guarantee for comfort following immediately after purchase. Unconditional guarantee shall include size changes at no additional expense of the City, including but not limited to the City not being responsible for restocking fees, shipping to and from any location, etc.

5.0 DELIVERY / DOCUMENTATION -

5.1 All units shall be delivered in a single shipment F.O.B. to the City of Fayetteville Central Fire Department, located at 303 W Center St, Fayetteville, AR 72701, for compliance review and final acceptance.

5.2 Delivery shall include the following documents as a minimum:

- a. Dealer invoice
- b. Listing of sizes and quantities included with delivery

Bid 13-54, Addendum 1



Date: Wednesday, October 23, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-54, Wildland Fire Boots

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. Failure to do so may subject bidder to disqualification. Addendum should be attached to the inside cover of the bidding documents.

1. The following modifications are hereby made to Section 3.2 (reference page 11 of 12):
 - a. 3.2 (b) revised to the following:
 - i. b. UL Certified, if available for certification
 - b. 3.2 (d) revised to the following:
 - i. d. Black leather exterior
 - c. 3.2 (j) revised to the following:
 - i. j. Flame and cut resistant; leather shall qualify as cut resistant
 - d. 3.2 (l) revised to the following:
 - i. l. Optional removable footbed insole
 - e. 3.2 (m) revised to the following:
 - i. m. Rubber midsole

