

**SANTA FE COUNTY
FIRE DEPARTMENT**



**BUNKER GEAR
FOR SANTA FE COUNTY
FIRE DEPARTMENT**

IFB #2013-0205-FD/MS

DECEMBER 2012

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ADVERTISEMENT FOR BIDS

INVITATION FOR BIDS

**BUNKER GEAR FOR SANTA FE COUNTY FIRE DEPARTMENT
IFB #2013-0196-FD/MS**

The Santa Fe County is requesting bids for the purpose of procuring Bunker Gear for the Santa Fe County Fire Department. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM (MDT), on Wednesday, January 16, 2013, at the Santa Fe County Fire Department at the Public Safety Building located at 35 Camino Justicia, Santa Fe, New Mexico 87508.** By submitting a bid for the requested services each firm is certifying that its bid is in compliance with regulations and requirements stated within the Invitation for Bids.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration for contract(s) without regard to race, color, religion, sex or national origin, religion, ancestry, sex, age, physical and mental handicap, serious medical condition, disability, spousal affiliation, sexual orientation or gender identity.

Invitation for Bid packages may be obtained by contacting Maria B. Sanchez, Procurement Specialist, Senior, Santa Fe County Purchasing Division at (505) 992-9864, through e-mail at mbsanchez@santafecounty.org; or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

ANY BID RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED.

Santa Fe County
Fire Department
Publish – December 16, 2012

BID INSTRUCTIONS

1. All bids shall be submitted on the Santa Fe County “Invitation for Bids” forms provided herein.
2. All bids must be received by the Santa Fe County Fire Department located at the address listed below, as specified in the Bid Instructions:

Mailing Address:

Santa Fe County Fire Department
Attn: Deputy Chief Steve Moya
35 Camino Justicia
Santa Fe, New Mexico 87508

Hand Delivery and Courier:

Santa Fe County Fire Department
Attn: Deputy Chief Steve Moya
35 Camino Justicia
Santa Fe, New Mexico 87508

3. Bids shall be complete and submitted in a sealed container and be clearly marked with the words: **Sealed Bid Enclosed, Bid #2013-0196-FD/MS, Bunker Gear for Santa Fe County Fire Department.** Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified on page three (3) of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.

GENERAL TERMS AND CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modification of bids shall be permitted. A bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.
2. **Contract Terms:** The Contract between the County and the Contractor shall be in the form attached hereto as the sample Price Agreement. The County reserves the right to negotiate with a successful bidder additional terms in the sample Price Agreement.

Should a bidder object to any provisions of the sample Price Agreement, that bidder must propose specific alternative language. The County may or may not accept the alternative language. General references to the bidder's terms and conditions or attempts at complete substitutions are not acceptable and may result in disqualification of the bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

BIDDERS READ THE SAMPLE PRICE AGREEMENT THAT IS ATTACHED TO THIS IFB. IT CONTAINS ALL TERMS, CONDITIONS AND REQUIREMENTS THAT WILL APPLY TO THE PERFORMANCE OF THIS PRICE AGREEMENT BY THE CONTRACTOR.

3. **Notification of Award:** This procurement will be awarded to the lowest responsible bidder whose bid and proposed bunker gear products meets most, if not all, of the requirements in the specifications. The successful bidder shall be notified in writing within five (5) working days of contract award. The successful bidder(s) will be issued subsequent purchase order(s) for goods and services.
4. **Delivery:** Unless otherwise specified, all items bid are delivered to a site determined by the County within Santa Fe County at the time of the purchase order is completed.
5. **Payment Terms:** Payment to the successful contractor for items/services bid shall be subject to the terms of net thirty (30) days after receipt of proper and acceptable invoice(s) by Santa Fe County.
6. **Applicable Taxes:** Prices offered are not to include applicable taxes. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** Any quantities stated in solicitation are estimated quantities and that actual quantities for the term of the Price Agreement may vary. Santa Fe County assumes no liability in the event actual quantities ordered do not equal stated estimated

quantities. The County may order some or all of the items or may order several of the same item. Actual purchase by the County using a Price Agreement, as a result of this solicitation, are contingent upon available appropriated funding.

8. **Inspection and Acceptance:** Final inspection and acceptance of items and services will be made by the County upon delivery of the ordered bunker gear to the using department. Non-conforming items shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
9. **Warranties:** The Bidder agrees that the goods and/or services furnished under this IFB shall be covered by most favored commercial warranties the Bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The Bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements:** Contractor invoices shall be submitted in triplicate duly certified and contain the following information:
 - Purchase order number and IFB number or Price Agreement number
 - Invoice Number
 - Unit prices with extended totals
 - Complete descriptions of items and/or services rendered
 - Separate invoices shall be issued for each completed shipment delivery and service.
11. **Right to Cancel:** The County reserves the right to cancel all or any part of any order without cost to the County if the Contractor fails to meet material provisions of an order, and except as otherwise provided herein, to hold the contractor liable for any excess costs associated with the contractor's default. The contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the contractor's control. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the County can determine that the goods or services to be supplied by the sub-contractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Bidders Certification:** In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979)

14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be accepted.
15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications for the items requested in this IFB. The contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE ITEM SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED IN THE BID RESPONSE OR OFFER.

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Maria B. Sanchez, Procurement Specialist Senior, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Any direct communication with any other County staff member other than the Procurement Manager named in this solicitation may be grounds for rejection of a proposal.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable, to all prospective bidders prior to the date fixed for the receipt of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation under its bid as submitted. **All addenda issued shall become part of the contract documents.**
20. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable quality and standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions to prevent mismatch of sizes, styles or color. Substitutions which would require additional delivery time,

expense or modifications of the original design may be rejected.

21. **Item Description(s):** All items on all pages of the specifications are representative of the desired sizes and dimensions and as such are intended as guides to bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.
22. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
23. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to quality of the products proposed shall be the responsibility of the County and will be based on information provided in the bid or information reasonably available to the County.
24. **Bribes, Gratuities, and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
25. **Preferences in Procurement**

A. *New Mexico In-state Preference.*

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to Section 13-40-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident contractor certificate issued by the NM Department of Taxation and Revenue.

If an Offeror or Bidder submits with its proposal or bid a copy of a valid and current in-state resident business/contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score and in the event of a Bidder, the bid will be 5% lower than the bid actually submitted.

Certification by the NM Department of Taxation and Revenue for the resident business or resident contractor takes into consideration such activities as the

business or contractor's payment of property taxes or rent in the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the department of taxation and revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror or Bidder who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror or Bidder submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score, depending on the business' annual revenue or 10%, 8% or 7% of the bid will be lower than the bid actually submitted.

The resident business preference is not cumulative with the resident veteran business preference.

THIS SECTION INTENTIONALLY LEFT BLANK

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved materials offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All bidders shall include references from three (3) or more places of business that these services were provided to.
3. **Inspection of Facilities & Equipment:** Representatives of the Santa Fe County Purchasing Division and the Santa Fe County Fire Department shall have access, at any reasonable time, to the bidder's facilities for the purposes of inspection during the agreement period, to inspect the facilities during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the materials and services described in the contract on time, that time is of the essence in the performance of this price agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

In the event of failure of the Contractor for a timely delivery in accordance with the Price Agreement, the Contractor shall be liable to the County for a late delivery charges in the amount of \$100.00 per order per each day the materials and services are delivered late.

7. **Method of Award:** The item(s) or services will be awarded to the lowest responsible Bidder meeting or exceeding the minimum required specifications for the desired services. Santa Fe County, at its discretion, may award a Bidder who can provide all of the goods or services outlined in the Scope of Work (below) or a portion of the goods or services outlined in the Scope of Work. It is the County's intent to award a four (4) year contract for the desired services.

SCOPE OF WORK

Santa Fe County is issuing an Invitation for Bid (IFB) for **brand name** or **equal to Morning Pride**. The purpose of listing Morning Pride is to describe the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

Bidder's Qualifications

A. The selected contractor shall:

1. Assume full responsibility for material, workmanship and uniformity of products ordered and in the event of error, the Contractor shall immediately replace all non-conformance Bunker Gear at no cost to the County. Determination of error or unacceptability shall be the sole responsibility of the Santa Fe County Fire Department and such determination shall be final.
2. Assume full responsibility for:
 - a. Complete and uniform shrinkage of material
 - b. Uniformity of color
 - c. Quality of material
 - d. Reviewing all current SFCFD logos & patches prior to responding to this IFB in order for bidder to be fully informed of the exact nature and requirements
 - e. Accuracy of all logos and patches

B. The selected contractor shall make arrangements for measurements of all Fire Department personnel within Santa Fe County. The prices stated in the bid document shall include all costs for hemming and any necessary alterations.

C. All above mentioned items will be obtained from a national reputable manufacturer and no items will be manufactured by the contractor. All items must have a manufacturer's tag attached.

D. All bidders are directed to take special note of the rigid requirements of these Specifications as to style, sizes, workmanship, and character of tailoring.

BIDDERS SHALL PROVIDE SAMPLES OF EACH ARTICLE OF BUNKER GEAR (NORMAL SIZES) WITH THE BID, WHICH WILL BE RETURNED AFTER AWARD OF THE CONTRACT.

CONTRACTOR SHALL SEND RETURN LABELING TO RETURN THE ITEMS. BIDDERS WHO DO NOT SUBMIT SAMPLE BUNKER GEAR WILL BE DEEMED NON-RESPONSIVE.

Cost of Delivery: All Bunker Gear shall include delivery costs to the Santa Fe County Fire Department. **Delivery is FOB Destination.**

Packaging for Shipment: All Bunker Gear shall be shipped in boxes suitable to protect against damage during shipment.

SPECIFICATIONS FOR BUNKER GEAR

PURPOSE AND SCOPE

This specification is intended to define the minimum requirements for structural firefighting clothing ("Bunker Gear") for firefighters. In the absence of comment on particular points, industry standard practice should be presumed to apply.

CERTIFICATION AND WARRANTY

The Bidder shall provide manufacturer's certification that the garments being offered meet or exceed all requirements of NFPA #1971 **2013 Edition**. Manufacturer must also list and label this product with Underwriter's Laboratories as the third party certification organization prescribed in NFPA #1971 **2013 Edition**. Underwriter Labs shall have performed ALL certification testing and testing pre-conditioning themselves. Manufacturer testing or pre-conditioning per any type of client data program will not be accepted by Santa Fe County.

The County reserves the right to contact UL to verify that manufacturer's certification is NOT based upon client-generated data. Certification shall include by definition the areas of limited protection resistance from bloodborne pathogens as follows: Coat shall provide protection to the upper torso including the arms but excluding the head and neck interface area and the hand and wrist interface area. The pant shall provide limited protection resistance to the lower torso including the legs but excluding the foot and ankle interface area. The coat and pant overlap shall provide limited protection resistance to the coat/pant interface area.

The Bidder must include the **MANUFACTURER'S** written statement of lifetime warranty terms and conditions with the bid package. Manufacturer must provide upon request, third party certification of the required interface bloodborne pathogen resistance capability.

LABELING REQUIREMENTS

Labels shall be permanently and integrally printed onto breathable materials that meet all the requirements for labels of NFPA Standards 1971 **2013 Edition**; in addition the label (as provided in the garment) shall meet the NFPA vertical flammability tests. The garment shall be clearly labeled to fully identify the material content of every layer-outer shell, moisture barrier, and thermal liner. In addition, each separable layer of garment shall be labeled with the FEMSA (copyrighted) warning label in an obvious location.

CARE INSTRUCTIONS

The Bidder shall provide the manufacturer's fully legally researched FEMSA (copyrighted) Official User Information Guide. This material to be packaged with each garment along with a summary sheet describing garment specifications, sizing, and production details. This written information is to be in complete compliance with all NFPA guidelines, and to reference same.

Topics shall include, but not limited to: user cautions, cleaning instructions, doffing and donning instructions, maintenance criteria, repairs/customer changes, warranty information, size, fit and protective overlap requirements, safety considerations, storage conditions, decontamination considerations, and retirement considerations.

TRACEABILITY PROGRAM

The Bidder shall insure manufacturer has in place a computer maintained traceability program that allows the assignment of a production control number to each garment and traceability from that production control number down to individual bolts of cloth used in all three layers of the garment composite construction. Production control number must be recorded on garment label and on other protected areas of garment.

FLAMMABILITY OF CONSTITUENT MATERIALS

Labels, bindings, hang up loops and production labels shall be tested for flame resistance and shall comply with NFPA 1971/2013 vertical flammability testing.

THREAD

All thread to be Nomex of minimum Tex 70 24/4 size. Lighter colored garments and trim areas to feature yellow colored thread while black garments feature black thread.

Also, all moisture barrier seams shall be tape sealed to meet NFPA water penetration requirements.

SIZING

Garments shall be available in custom coat chest (in 2" increments), sleeve (in ½" increments) and back length (in 1" increments) and pants waist (in 2" increments) and inseam (in 1" increments) sizes. A full range of women's sizing (on women's patterns) must also be available. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist, and hip to ankle to provide proper fit for individual arm/leg lengths. Pattern tailoring to custom fit neck, bicep, hip/seat and thigh circumferences must also be provided when needed at no additional charge. Small, medium, large and extra-large sizing and women's garments cut to men's patterns will not be considered acceptable since proper fit facilitates mobility and minimizes stress.

POINTS OF STRESS

All points of stress shall be reinforced with sturdy bar tacks. Rivets will not be considered acceptable because of the possibility of rust and electrical or heat condition.

HIGH TEMPERATURE, NFPA CERTIFIED MATERIAL REINFORCEMENTS

Reinforcements to be provided at cuffs and pockets and shall meet the requirements of NFPA #1971; reinforcement material other than those specified will not be considered.

ASSET TRACKING SERVICES

The Bidder shall insure the manufacturer makes available compatible software and training for tracking of care, cleaning and maintenance of department's PPE. Bidder must disclose all costs, if any, for this service at the time of the bid.

The labels on each separable part of the garment shall include a standard style interleave 2 of 5 bar-code containing (at a minimum) an individual serial number for asset tracking purposes.

REPAIRS AND ALTERATION SUPPORT

The awarded Contractor shall assure that the manufacturer has on-call at no charge, during normal business working hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on any maintenance/repair questions that arise. Additionally, Contractor will agree to expedite, on cost only basis, any repairs required to be done at the manufacturer's plant over the life of the Price Agreement.

APPLICABLE DOCUMENTS

The following documents and edition in effect on the date of IFB shall form a part of this IFB to the extent specified herein.

STANDARDS

NFPA 1971/Latest Revision	Firefighters Protective Apparel
29 CFR 1910.156	Occupational Safety and Standards:
	Fire Brigades
FED-STD-191-A	Textile Test Methods
FED-STD-311	Leather, Methods of Sampling and Testing
FED-STD-751	Stitches, Seams and Stitching

SPECIFICATIONS

MIL-B-286	Button, Tack and Tack Button
MIL-C-10750	Coat, Firemen's
MIL-C-43774	Cloth, Aramid, Plain or Rip-Stop Weave
MIL-F-10884	Fasteners, Snap
MIL-T-44100	Fastener Tapes, Hook and Pile, Synthetic
MIL-T-83193	Thread, Aramid, Spun
MIL-T-3091	Trousers, Firemen's
GRF-KKL-271	Leather, Cattle hide, Strap Vegetable Tanned

STRUCTURAL FIREFIGHTING COAT

- Bronze PBI EWR is preferred, however also cite as an option PBI EWR Black
- Outer shell 7.5 ounce, PBI EWR-Bronze
- Thermal liner-2 layer Basofil/Meta-Aramid Facecloth
- Moisture barrier-Crosstech/Nomex Facecloth
- Liner-detachable with label pocket
- Two Postman style take up straps
- Reflective striping with New York style trim, 2 tone lime Scotchlite
- Back patch PBI EWR in black to state Santa Fe County
- 13 3" sewn letters-lime Scotchlite
- Hem patch with Velcro PBI EWR Bronze
- FF last name or 1st initial + last name (average of 7 letters)
- 7 3" sewn letters-lime Scotchlite
- 2" Velcro/Zipper coat closure PBI EWR Bronze
- Dead Air Panels in back panel, minimum one
- Dead Air Panels in chest panel, minimum one
- Dead Air Panel extended coat (light)
- Coat Cuffs to have Kevlar/Nomex Bronze
- Shingle cuffs, sewn. Kevlar/Nomex Bronze
- Half Hi Bellows Pockets-PBI EWR Bronze
- 6"x 9"x 1.5"
- Mic tab PBI EWR Bronze
- ½"x 2.5"
- Radio pocket PBI EWR Bronze, may be left or right chest or upper arm
- 8"x 3"x 2" must have cut-out for radio antennae on either side of top flap
- SL-90 Flashlight Clip-PBI EWR Bronze
- Right or left chest, strap directly above chest trim
- Nomex-tabbed long wristlets

PATTERNING CONCEPT

Garments shall feature a tailored three-piece body (one piece back) construction throughout the outer shell, moisture barrier and thermal liner. One-piece garments (either all layers or some layers) will not be considered acceptable since they cannot be tailored to hard to fit personnel. Similarly, garments with seams in mid back will not be considered acceptable because of backbone irritation that can occur with SCBA use. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

PATTERNING REQUIREMENTS

To assure maximum freedom of movement and reduce kinetic resistance with minimum garment weight and bulk, coat patterning should include the following features:

- Degree of slope on shoulders to be no more than 20%
- Hydraulic Butterfly sleeve patterning with 85degree lift Up Release Action shall be provided to minimize coat hem rise.

- Coat hem rise with overhead reach of both arms to not exceed 4” at maximal extension on properly fitted garments.
- Sleeve attachment shall minimize shoulder lift and allow a full 360degrees freedom of movement.
- Cuff shell/liner retraction shall not exceed ½” to 1” when both arms are raised overhead to help eliminate wrist exposure.
- 10” chest over-sizing shall be provided.
- Reach when measured from cuff to cuff, with coat lying flat, and standard length sleeves extended to each side, shall be provided as detail below:
- Coat sweep measurements must be consistent with the chest over-size at the hem.

<u>Chest Size</u>	<u>Standard Reach</u>
40”	66”
42”	68”
44”	70”
46”	71”

LINEAR ATTACHMENT

The completed liner/moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight and bulk/stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or Velcro in this area shall not be allowed due to their added weight, bulk and stiffness.

Liner sleeves shall be attached at the outer shell cuff by means of snaps on 2 sets of outer shell fabric tabbing strips per cuff. These snaps shall be isolated by the tabbing material so that it will not abrade against the outer shell.

To provide continuous moisture and pathogen protection at the neck, the liner shall be positioned so it is sandwiched between an outer facing pathogen shield, and inside facing of the specified outer shell material folded over and both sewn in at the neck seam.

Attachment shall be by means of four (4) glove snaps that penetrate ONLY the layer of the attachment facing towards the liner, so that metal contact at the wearer’s neckline is completely eliminated.

COAT LINER LABEL

Shall be integrally printed on FR Cotton Indura and lock stitched to the inside right body panel in a fashion to provide an inside liner pocket.

COAT SHELL LABEL

Shall be integrally printed on FR Cotton Indura and lock stitched to the shell along one side of the label at the back of coat.

COLLAR

Collar layered construction, consisting of a layer of breathable moisture/pathogen barrier material and another layer of NFPA approved insulating material, sandwiched between two layers of specified outer shell material and at least 4” high. The design shall incorporate in the patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.

There shall be no vertical or horizontal seams or stitching in the body of the collar, since this may weaken collar integrity. Left outside of collar to have a sewn piece of 3"x 5" Velcro hook to insure maximum adjustability when engaging chinstrap/collar closure. Each shall be graded to individual coat sizes.

CHINSTRAP

Chinstrap layered construction identical to that of the collar configuration listed in the previous paragraphs. Chinstrap shall be 8" long across the top corners, 11" long across the bottom corners, and 4" vertical height measured at the center. The top edge shall incorporate extra material in the shape of a crescent to insure full interface closure of the collar, chinstrap and coat front closure/storm flap in order to pass the whole garment water tight integrity test. The leading underside edge of the chinstrap shall have a vertical strip of 1.5" Velcro pile to insure closure and passage of the whole garment water tight integrity test.

HANG UP LOOP

80 pound tear strength hang up loop at the interior collar seam to be provided. Loop to be constructed of triple layers of the specified outer shell material lock stitched to the coat. Webbing is not acceptable.

SLEEVES

Shall be individually graded by coat size and sleeve length to prevent stove piping. Extra full cut one-piece outer shell set in sleeves with built in bellows for maximum freedom to reduce the chances of possible top seam failure in that high thermal exposure area. The sleeve Major A seam shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double field and double stitched for maximum strength (i.e. a Major A seam requirement, as defines previously in this specification).

EXTERNAL WRISTLET

100% Nomex knit outer wristlet to be mounted to the end of the outer shell sleeve to prevent debris movement up the sleeve (between outer shell and moisture barrier/thermal liner assembly).

INNER WRISTLET & WATERWELL

100% Nomex knit inner wristlet protected by a flame and moisture resistant water well must be featured on every garment. Inner wristlet shall be sewn to the thermal liner sleeve and (not to the outer shell). A specified moisture barrier water well with an elastic gather shall be sewn to the moisture barrier sleeve with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/thermal liner sleeve end and pass the whole garment water tight integrity test. Thermal liner/wristlet shall be bar tacked and seam sealed at the junction of the moisture barrier sleeve to water well seam to prevent liner pullout. This inner water well assembly shall be interface capable with the appropriate glove to provide wrist protection during the liquid tight integrity test.

FRONT CLOSURE PROTECTIVE OVERLAP

Two inch wide panels of breathable moisture/pathogen barrier (film facing outward) and specified thermal liner material shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat will consist of specified shell, moisture barrier and thermal liner materials.

The inside trailing edge of each 2" wide inner panel shall have the breathable moisture/pathogen material wrapped around the edge by ½" to create an anti-wick guard to prevent soak through during the required shower test. An additional layer of 6" wide breathable moisture/pathogen barrier material (film facing outward) shall be sewn between the 2" wide panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the whole garment water tight integrity test.

POCKETS

All exterior specified pockets and flaps are reinforced at the top corners with black stitching. All pockets will be reinforced with an extra layer of certified outer shell, moisture barrier, or reinforcement material for extra durability. All pocket closures to be made with 1.5" minimum width Velcro.

DESIGN CONCEPT (Styling)

Coat styling shall be approximately 6" longer at the rear hem than at the front. Coat composite (all three layers) shall not gap when the firefighter is bending, crawling, or climbing. Gapping shall be determined as defined in NFPA with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

BREATHABILITY REQUIREMENT

Excluding where required necessary or specifically called out for in the custom option sections all materials used in the construction of the garments shall be breathable and all moisture barrier used must be as specified in the following materials section or Crosstech.

The breathability requirement includes but is not limited to: collar; chinstrap; storm shield; fly; water wells; front coat facings; labels; reinforcements and reinforcement cushioning where applicable.

COAT THERMAL ENHANCEMENT

A thermal enhancement system shall be provided to offer extra protection in the high heat load areas of the upper back, shoulder, and chest; outside of the upper arm with a break at the elbow; and continue down the top of the forearm to the end of the thermal liner/moisture barrier. System shall have "extra" protection with 4" of additional enhancement extending down the chest and back.

Design shall be completely breathable high temperature fiber based materials, offer at least 100 TPP which shall be extrapolated, average wet CCHR of 38+ and an average dry CCHR of 48+ and not inhibit moisture vapor transport. Manufacturer must provide independent lab results and samples of designs they intend to submit.

WRISTLET THUMB ATTACHMENT

There shall be long style Nomex knit inner wristlets which shall provide a thumb attachment by means of a Nomex tabbing material bartacked at each end approximately 2" apart at the cuff opening.

COAT LINER INSPECTION DEVICE

The liner system shall incorporate a Velcro port at the lower right front body panel to allow for field inspection of the “internal” condition of the moisture barrier membrane, seam sealing, and thermal insulating layer/quilt stitching.

MATERIALS

Specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.

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STRUCTURAL FIREFIGHTING PANTS

- Bronze PBI EWR is preferred, however also cite as an option PBI EWR Black
- Outer shell 7.5 ounce PBI EWR, Bronze
- Thermal liner-2 layer Basofil/Meta-Aramid Facecloth
- Moisture Barrier-Crosstech/Nomex Facecloth
- Narrow 1.5" Velcro Fly and Fly Zipper
- Detachable liner, liner label, and inspection port
- 3" cuff trim, lime 2-tone Scotchlite
- Heat channel knees, replaceable-Kevlar/Nomex Bronze
- Angled Cuffs-PBI EWR Black (preferred due to wearability when wet)
- Take up straps, 2 Postman-Kevlar/Nomex Bronze
- Bellows Pockets PBI EWR Bronze
- 9"x 9"x 1.5"
- Dyna-Fit Suspenders (8-point) with circles installed and quick adjust

PATTERNING CONCEPT

Garments shall feature a tailored four piece outer shell with two piece, moisture barrier and lining. A four-piece liner shall be provided at no charge when and if an individual's tailoring needs require it.

PATTERING REQUIREMENTS

To assure maximum freedom of movement and reduced kinetic resistance with minimum garment weight and bulk the pants patterning shall incorporate:

- Hydraulic, swivel action legs to torso interface.
- An oversized diamond shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no "in crotch" seaming.
- To meet individual tailoring needs, and offer superior functionality, diamond shall extend from just above the left knee to just above the right knee and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately 4" graded to size.
- Pants to rest in normal bodyline balance of 22" center to center distance at the cuff.

LINER ATTACHMENT

Moisture barrier and thermal liner assembly shall be attached to the outer shell at the cuff by means of two (2) Nomex webbing snap assemblies per leg and at the waist with seven (7) evenly spaced glove snaps at the waistband.

PANT LINER LABEL

Shall be integrally printed on FR cotton Indura and lock stitched to the inner left hip area.

PANT SHELL LABEL

Shall be integrally printed in FR cotton Indura and lock stitched at the top rear of the waist, at the inside.

FLY FRONT

Outer shell fly shall be lock stitched to left side of front opening and be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2” to the left of the outer shell fly attachment seam and shall be constructed of certified breathable moisture barrier (film facing outward) and thermal liner. Fly shall be graded to the waist size of garments and crotch rise.

DESIGN CONCEPT (Styling)

Pant shall be of a traditional waist high only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist high pants shall not be considered acceptable or “as equal” since additional trunk wrapping traps heat and moisture increasing heat stress build up while also creating mechanical resistance when covering the natural torso flexion point of the waist.

THERMAL LAYERED KNEE PROTECTION

The knee area shall be provided with increased thermal protection consisting of one (1) layer of black Advance EWR material covering multiple horizontal layers of batt insulating and cushioning material. These knees shall contain horizontal corrugations to help vent heat and steam sides when crawling on hot floors, etc. These cushioned, channeled knee pads shall measure approximately 10” wide x 12” high and shall be securely sewn to outer shell with two rows of lock stitching.

WEAR REDUCTION PANT CUFF

The bottoms of each leg shall be provided with double-stitched hems to help reduce rip out of hem area during heavy use. The rear portion of each leg hem shall be notched in an area of approximately 8” wide x 1 ½” high to help prevent the hem from catching on the heels of the firefighters boots or dragging on the ground.

PANT LINER INSPECTION DEVICE

Thermal liner/moisture barrier shall incorporate a Velcro port at the right side fly seam to allow access for field inspection of the moisture barrier membrane, seam sealing and thermal insulating layer/quilt stitching.

TAKE UP STRAPS

Postman take up straps shall be provided at the waist on the right and left hip. Sturdy nickel-plated, zinc alloy postman slides shall be provided for secure take up with a minimum tightening range of 2.5” at each hip. For ease of adjustment, a forward pulling motion of the hand shall accomplish tightening.

**SUMMARY STRUCTURAL FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT (PPE)
DETAILED SPECIFICATIONS:**

Structural Firefighting Coat

- Bronze PBI EWR is preferred, however also cite as an option PBI EWR Black
- Outer shell 7.5 ounce, PBI EWR-Bronze
- Thermal Liner-2 layer Basofil/Meta-Aramid Facecloth
- Moisture barrier-Crosstech/Nomex Facecloth
- Liner-Detachable with label pocket
- Two Postman style take up straps
- Reflective striping with New York style trim, 2 tone lime Scotchlite
- Back patch PBI EWR in black to state Santa Fe County
- 13 3” sewn letters-lime Scotchlite
- Hem patch with Velcro PBI EWR Bronze
- FF last name or 1st initial + last name (average of 7 letters)
- 7 3” sewn letters-lime Scotchlite
- 2” Velcro/Zipper coat closure PBI EWR Bronze
- Dead Air Panels in back panel, minimum one
- Dead Air Panels in chest panel, minimum one
- Dead Air Panels extended coat (light)
- Coat cuffs to have Kevlar/Nomex Bronze
- Shingle cuffs, sewn. Kevlar/Nomex Bronze
- Half Hi Bellows Pockets-PBI EWR Bronze
- 6” x 9”x 1.5”
- Mic tab PBI EWR Bronze
- ½” x 2.5”
- Radio pocket PBI EWR Bronze, may be left or right chest or upper arm
- 8” x 3” x 2” must have cut-out for radio antennae on either side of top flap
- SL-90 Flashlight clip-PBI EWR Bronze
- Right or Left chest, strap directly above chest trim
- Nomex-tabbed long wristlets

Structural Firefighting Pants

- Bronze PBI EWR is preferred, however also cite as an option PBI EWR Black
- Outer shell 7.5 ounce PBI EWR, Bronze
- Thermal liner-2 layer Basofil/Meta-Aramid Facecloth
- Narrow 1.5" Velcro Fly and Fly Zipper
- Detachable liner, liner label, and inspection port
- 3" cuff trim, lime 2-tone Scotchlite
- Heat channel knees, replaceable-Kevlar/Nomex Bronze
- Angled cuffs-PBI EWR Black (preferred due to wearability when wet)
- Take up straps, 2 Postman-Kevlar/Nomex Bronze
- Bellow Pockets PBI EWR Bronze
- 9" x 9" x 1.5"
- Dyna-Fit Suspenders (8-point) with circles installed and quick adjust

Structural Firefighting Helmet

- Ben II Plus Traditional Style Helmet
- Shell Color to be black with lime scotchlite
- Leather front to be included in price of helmet as well as a separate purchase item

Structural Firefighting Gloves

- Option 1: Shelby glove with Crosstech Direct Grip with wristlet
- Option2: Shelby glove with elk skin, FireWall II model

SPECIFICATIONS FOR BUNKER GEAR (CONTINUED)

PRO-Warrington Style 4132SG-Structural Firefighting Boots

GENERAL

14" high black reinforced toe, pull-on bunker style with side and back stays, water repellent, polishable leather/fire resistant fabric safety boots having a safety toe, electrical hazard rated soles, bottom penetration resistance barrier, steel shank, shin guard and quick donning and doffing features for fire suppression personnel. Safety boots shall meet or exceed NFPA 1971 "Standard on Protective Ensemble for Structural Firefighting" 2000 edition, ANSI Z.41.1 PT 91 FI & MI 75/C 75 EH and PR-CAL/OSHA General Industry Safety Order, Title 8, Article 10.1, Section 3408.

UPPER

MIL AB 5½ oz. Per square foot silicone impregnated cowhide leather and a laminate of 60/40 blend of 7½ oz. Nomex/Kavlar.

PULL-ON LOOPS

¾" wide, fully reinforced, pull-on loops positioned with front end strap to be anchored 1" below top line inside boot shaft and back end to be anchored 1" below top line outside of boot shaft. Pull-out straps should be replaceable by design.

SAFETY TOE

.062 austempered oblique shaped steel toe, treated with zinc phosphate rust preventative.

SHANK

.050 austempered steel with triple liner ridges, treated with zinc phosphate rust preventative.

PUNCTURE RESISTANT BOTTOM PLATE

.021 stainless flex steel sized to allow maximum bottom puncture resistance protection within insole channel.

INSOLE

4 iron Texon designed for welt construction shoes. Resistant to fungal growth-Protex treated. Wicks perspiration away from the foot and dries quickly. Low weight excellent flex endurance.

INSOLE CAVITY FILLER

Ground cork and tar compound

MIDSOLE

Full length 4 iron black neoprene material.

SOLE AND HEEL BLOCKER

Vibram Montagna deigned with lugs angled to provide substantial edging capabilities on both ascents and descents. Center medallion of stars surrounded by lug pattern provides maximum wear and traction. Larger lugs are close together for excellent durability yet separate for enhanced grip. Smaller lugs for more aggressive traction. Larger lugs on heel area to assure long lasting durability in this high-wear area. Lugs grouped for durability and grooved for traction.

WELT

Full wrap-around Goodyear neoprene storm welt.

BACKPART MOLDED HEEL COUNTER

Thermoplastic backport molded heel counter. This process provides for proper shaping of the heel counter to the last ensuring superior comfort, fit and durability.

THERMAL/CUT RESISTANT BOOTIE

Full height bootie of 7.5 oz. per square yard, 100% virgin Kevlar felt.

FULL HEIGHT CROSSTECH FOOTWEAR FABRIC BOOTIE SYSTEM

Laminate of Cambrelle, 7.5 oz. virgin Kevlar felt and CROSSTECH Footwear Fabric. Four piece base bootie with two piece upper quarter pattern. All seams butt stitched and sealed with CROSSTECH tape. Kevlar and Cambrelle located interior to the Crosstech.

SHINGUARD

SHAFT TOP LINE Texon 4 Iron 428, low weight, natural fiber for quick drying and high performance and protection. Internal shin guard dimensions are 1 11/16" x 6 7/16". External shin guard covered with silicone impregnated MIL-AB leather with dimensions of 2 3/8" x 7 3/16".

Finished with leather American top binding.

THREAD UPPERS

Nomex 24/4 and 105 Kevlar

UPPER STITCHING

Singer locked stitched a minimum of ten stitches per inch. All seams to be sealed on inside with coating of seam sealant.

UPPER STITCH CONFIGURATION

- Single needle stitching shall be used on side binding, side and backstays.
- Double needle stitching shall be used on vamp/foxing to shaft connection.
- Pull-on loops to be secured with single needle trapezoid stitch configuration.

THREAD-WELT TO MIDSOLE

#690 Bonded Nomex

THREAD-INSEAMING

Nomex 24/4 and 105 Kevlar

SOLE AND HEEL BLOCKER ADHESION

Nail-less installation-high temperature adhesive shall be used to affix blocker to neoprene midsole.

TOE COVER

Tapered urethane impregnated protective leather toe piece.

SIZES (full and half sizes, inclusive of width)

C-6 to 12,13,14 D-4 to 13,14,15
E-4 to 13,14,15 EEE-5 to 13,14,15,16

MARKINGS

Interior label containing all information as required by NFPA 1971 “Standard on Protective Ensemble for Structural Firefighting” 2000 edition, Section 3-1.7.

BAR CODING

Code 128 symbology incorporating serial number, stock number, boot size and boot width. Symbology information will also appear in written text in the English language. Bar-coding will appear in the right boot of each pair.

END SPECIFICATIONS

BID FORM

SANTA FE COUNTY
CONTRACTING AGENCY AND OWNER

FROM: _____ hereinafter called
"Bidder".

TO: Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY",

BID FOR: **SANTA FE COUNTY
BUNKER GEAR FOR SANTA FE COUNTY
FIRE DEPARTMENT**
PROJECT: **IFB #2013-0205-FD/MS**

Purchasing Division:

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined all the specifications sheet(s) for the Invitation for Bids reference #2013-0205-FD/MS we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**BUNKER GEAR FOR
THE SANTA FE COUNTY FIRE DEPARTMENT**

Signature _____

F.O.B. Point: Destination

Name Typed or Printed

Delivery Date: _____

Federal ID or Social Security Number _____

Title

Received addenda numbers _____, _____, when issued.

Firm Name

New Mexico Business Preference No. _____

Telephone and Fax Number

BID SHEET

Please offer your best price, for each item as outlined below. **The Bidders shall complete the following bid sheet in full, for Bid No. 2013-0196-FD/MS, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 2:00 P.M. on the bid due date specified.

Item	Est. Qty	Item Description	Price Per Item
1.	100	Structural Firefighting Coat Per Specifications Morning Pride #TFGNMSANT00157 or Equal To	\$
1. a	100	Structural Firefighting Coat Black PBI Morning Pride #TFGNMHOND00035 or Equal To	\$
2.	100	Structural Firefighting Pants Per Specifications Morning Pride #TFGNMSANT00158 or Equal To	\$
2. a	100	Structural Firefighting Pants Black PBI Morning Pride #TFGNMHOND00036 or Equal To	\$
3.	100	Structural Firefighting Helmet Per Specifications Morning Pride #TFGNMSANT00161 or Equal To	\$
3. a	100	Structural Helmet Shield Morning Pride #TFGHFLACO or Equal To	\$
4.	100	Structural Firefighting Gloves Per Specifications Morning Pride #TFGGL9550 or Equal To	\$
4. a	100	Structural Firefighting Gloves Shelby Elk Skin Morning Pride #DABD145 or Equal To	\$
5.	100	Structural Firefighting Boots Per Specifications For PRO-Warrington Model TFG4132 or Equal To	\$

BIDDERS SHALL PROVIDE SAMPLES OF EACH ARTICLE OF CLOTHING WITH THE BID, WHICH THE BIDDER WILL MAKE ARRANGEMENTS TO HAVE RETURNED AFTER AWARD OF THE CONTRACT.

Bidder's Name: _____

Bidder's Phone: _____ Fax #: _____

Signature Of Authorized Bidder's Agent: _____

Title: _____

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM

**BUNKER GEAR FOR SANTA FE COUNTY FIRE DEPARTMENT
IFB #2013-0205-FD/MS**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager. **Only Bidders that return this form by December 26, 2012 to receive copies of addenda to this IFB.**

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

By: _____
(signature)

Date: _____

Name: _____
(printed)

Title: _____

This name and address will be used for all correspondence related to the Invitation for Bids.

Maria B. Sanchez
Santa Fe County Purchasing Division
142 W. Palace Avenue
Santa Fe, NM 87501
Phone: (505) 992-9864 Fax: (505) 989-3243
E-mail: mbsanchez@santafecounty.org

APPENDIX B**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a

candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C**RESIDENT VETERANS PREFERENCE CERTIFICATION**

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS _____ DAY OF _____, 2012.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

SAMPLE PRICE AGREEMENT

**SANTA FE COUNTY
PRICE AGREEMENT
BUNKER FOR THE SANTA FE COUNTY FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and _____, authorized to do business in the State of New Mexico (hereinafter referred to as "the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. **"County"** shall mean the County of Santa Fe, New Mexico.
- B. **"Using Department or Department"** shall mean a Department, Commission or Board of Santa Fe County.
- C. **"Purchase Order"** shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **"Price Agreement"** means this indefinite quantity Price Agreement which requires the Contractor to provide Bunker Gear to the Fire Department when issued a Purchase Order.
- E. **"Price"** means the fixed prices paid by the County and its Departments for the Bunker Gear described Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachments A of this Price Agreement are the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2013-0205-FD/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2013-0205-FD/MS including all

Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever the Using Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
3. The Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

F. Price. Prices listed in Attachment A for each item shall be the price for that item

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed purchase orders are valid under this Price Agreement.
- D. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of item(s), quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment

shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

- F. Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years on the same terms and conditions as indicated on Attachment A and so stated in this Price Agreement.

5. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION

- A. For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to

the expiration date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.

- B. For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT

Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION

In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

16. INDEMNIFICATION

The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not

be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. NEW MEXICO TORT CLAIMS ACT.

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker’s Compensation Insurance. The Contractor shall comply with the provisions of the Worker’s Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW

This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

26. APPOINTMENT AGENT FOR SERVICE OF PROCESS:

The Contractor hereby irrevocably appoints, _____, a New Mexico business located at, _____, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Liz Stefanics, Chair
Board of County Commissioners

Date

ATTEST:

Valerie Espinoza
Santa Fe County Clerk

Date

APPROVED AS TO FORM

Stephen C. Ross
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez, Director
Finance Department

Date

CONTRACTOR

Signature

Date

Print Name and Title

FEDERAL TAX I.D. NUMBER: _____