

Solicitation 204-10375
Firefighter Protective Clothing



City of Fort Lauderdale

Bid 204-10375 Firefighter Protective Clothing

Bid Number 204-10375
Bid Title Firefighter Protective Clothing

Bid Start Date Jan 4, 2010 3:21:19 PM EST
Bid End Date Mar 1, 2010 2:00:00 PM EST
Question & Answer
End Date Feb 19, 2010 5:00:00 PM EST

Bid Contact Jim Hemphill
 Sr. Procurement Specialist
 Procurement Department
 954-828-5143
 jhemphill@fortlauderdale.gov

Pre-Bid Conference Jan 14, 2010 10:00:00 AM EST
 Attendance is optional
 Location:
 City of Fort Lauderdale Fire Administration Building
 528 NW 2nd Street - 3rd Floor Conf. Room
 Fort Lauderdale, FL

Changes made on Jan 15, 2010 12:18:07 PM EST

New Documents Addendum 1 - 204-10375 - Firefighter Protective Clothing.doc

Changes were made to the following items:

[Firefighter Protective Clothing](#)

Changes made on Feb 16, 2010 4:55:20 PM EST

New Documents Addendum 2 - 204-10375 - Firefighter Protective Clothing.pdf

Changes were made to the following items:

[Firefighter Protective Clothing](#)

Changes made on Feb 18, 2010 11:59:11 AM EST

New Documents Addendum 3 - 204-10375 - Firefighter Protective Clothing.pdf

Changes were made to the following items:

[Firefighter Protective Clothing](#)

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the

Contractor, to provide Fire Protective Clothing (Bunker Gear) for the City's Fire/Rescue Department in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The department anticipates ordering approximately 75 sets a year.

Manufacturers wishing to bid must agree to participate in a field test of bunker gear meeting the Fort Lauderdale Fire Rescue specifications. Each manufacturer will be required to provide three (3) sets of bunker gear consisting of coat and pants(w/suspenders if required) in sizes measured and confirmed by the proposer, for members chosen to evaluate the gear, for a period of approximately 110 calendar days. These garments shall be submitted by the proposal due date. Proposals that do not include these garments may be rejected and determined non-responsive.

Added on Jan 15, 2010:

Addendum #1 has been added to the documents page

Added on Feb 16, 2010:

Addendum #2 has been added to the Documents page.

Added on Feb 18, 2010:

Addendum #3 has been added to the Documents page

Changes made on Jan 15, 2010 12:18:07 PM EST

Changes made on Feb 16, 2010 4:55:20 PM EST

Changes made on Feb 18, 2010 11:59:11 AM EST

Request for Proposal

204-10375

FIREFIGHTER PROTECTIVE CLOTHING

***Opens: March 01, 2010
2:00 p.m.***



Venice of America

City of Fort Lauderdale

***Issued for Fire/Rescue Department
By the Procurement Department***

**James Hemphill
(954) 828-5143
E-mail: jhemphill@fortlauderdale.gov**

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5140

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and

responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder will, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had

occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide **Fire Protective Clothing (Bunker Gear)** for the City's Fire/Rescue Department in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The department anticipates ordering approximately 75 sets a year.

Manufacturers wishing to bid must agree to participate in a field test of bunker gear meeting the Fort Lauderdale Fire Rescue specifications. Each manufacturer will be required to provide three (3) sets of bunker gear consisting of coat and pants in sizes measured and confirmed by the proposer, for members chosen to evaluate the gear, for a period of approximately 110 calendar days. The garments must meet the minimum requirements as indicated. These garments shall be submitted by the proposal due date. Proposals that do not include these garments may be rejected and determined non-responsive.

The purpose of this document is to provide minimum specifications and test parameters for the manufacture of custom Bunker Gear / Turnout gear that meets the needs and desires of the City. It establishes essential criteria for the design, performance, and appearance of the garments. The object is to provide gear that is in accordance with all applicable and nationally recognized standard guidelines and requirements of the City of Fort Lauderdale.

City Staff has selected features that staff feels are beneficial for their needs. These features have been compiled into the specifications that make up this RFP. *We have referenced quality levels, safety items, etc. that we desire, but they are not intended to be of a proprietary nature.* Staff has made attempts to be careful not to include items that were of a proprietary nature in this document, however, a few specifications may inadvertently remain. If, upon your review of this document, you see a requirement that you feel is proprietary to only one vendor, please bring that to our attention for our review. It is our hope that we have prepared a competitive specification that is as impartial as possible, without compromising necessary and desired features and attributes for which Fire-Rescue had expressed a strong need to do their job safely and efficiently.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by BIDSYNC.COM. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (See addendum section of BIDSYNC Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. TRANSACTION FEES:

THE CITY OF FORT LAUDERDALE WILL USE BIDSYNC.COM TO DISTRIBUTE AND RECEIVE BIDS AND PROPOSALS. THERE IS NO CHARGE TO VENDORS/CONTRACTORS TO REGISTER AND PARTICIPATE IN THIS SOLICITATION PROCESS.

EFFECTIVE NOVEMBER 1, 2005, AWARDED VENDOR(S) WILL BE EXEMPT FROM PAYING THE BIDSYNC TRANSACTION FEE OF ONE PERCENT (1%) OF THE TOTAL AWARDED AMOUNT, (2% ON AGGREGATED BIDS) FOR GOODS AND/OR SERVICES AWARDED TO THE VENDOR.

- 04. PRE-PROPOSAL MEETING / ONSITE FITTING OF TEST SUBJECTS FOR SAMPLE SUBMISSIONS** – A pre-proposal meeting will be held on the date and time specified. It is the sole responsibility of the proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. One purpose of this pre-bid meeting is to address any questions interested proposers may have regarding the specifications. **THIS IS ALSO ONE OF TWO ALLOTTED TIMES FOR PROPOSERS TO PROPERLY FIT THE THREE FIREFIGHTERS THAT WILL PERFORM TESTING OF THE EQUIPMENT FOR PROPOSAL SAMPLE SUBMISSIONS.** The other allotted time for fittings will be the day after the pre-proposal meeting. Please be aware however, that the fitting time on the following day **IS NOT** another pre-proposal meeting, it is just an additional time set aside to fit the three firefighters for proposers that could not make the pre-proposal meeting. No other date and time will be allotted for fitting except these two days / times.

No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials and labor required. It is strongly suggested that all proposers attend the pre-proposal meeting.

05. MINIMUM QUALIFICATIONS / COMPLIANCE REQUIREMENTS

The proposed bunker gear shall meet the following criteria and requirements in order to be considered. If the proposers garments do not meet these minimum requirements their proposal will be deemed non-responsive and shall not be considered for evaluations:

- 1) The outer shell material shall Basofil.
- 2) The moisture barrier shall be Stedair 4000 or Crosstech 2C. Thermal liner shall be protected against fire ground liquids and other contaminants.
- 3) Manufacturer shall supply documentation with their proposal of CCHR in the knees and coat per specifications indicated in the Technical Specification section of this document in the section labeled 'Comply Information' - Thermal Enhancements.
- 4) The garment shall have a removable harness.
- 5) The harness shall meet all the requirements as indicated in the technical specifications of this document under the headings **Internal Escape Harness Support System** and **Escape Harness**. ("A" Frame, constant attachment point for escape gear, single point closure) as well as any other specification reference to the harness.
- 6) Manufacturer shall meet the guaranteed 30 business day delivery requirement.

06. ELIGIBILITY

06.1 To be eligible to respond to this Request for Proposal the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed orders similar to those specified in the Scope of Services section of this RFP.

06.2 Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to provide the products and services required. Documentation of thermal protection, breathability, and durability for the entire ensemble as specified should be provided along with the response to the RFP.

07. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Director of Procurement, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

08. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

09. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

10. GOVERNING PROCEDURES

This proposal is governed by the applicable sections of the City's Code of Ordinances. A copy of the code is available for review at the City Clerk's Office.

11. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>

12. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933

PART II - RFP SCHEDULE

Release RFP	1/04/10
Pre Proposal Conference / Onsite Fitting of Firefighters that will do field testing. Location: Fire Administration Building (F.S. #2) 528 NW 2nd Street - 3rd Floor Conf. Room Fort Lauderdale, Florida Time: 10:00 AM EDT	1/14/10
Additional time for Onsite fitting of Firefighters Location: Fire Administration Building (F.S. #2) 528 NW 2nd Street - 3rd Floor Conf. Room Fort Lauderdale, Florida Time: 10:00 AM EDT	1/15/10
Last Date for Receipt of Questions of a Material Nature	2/19/10
PROPOSAL DUE (Prior to 2:00 PM)	3/01/10
Evaluation Committee Meeting / Vendor Presentations to demonstrate test garment, evaluate eligibility and garment conformance with Minimum Qualifications / Compliance Requirements. (Estimated)	3/02/10
Preliminary start of test period (Estimated)	3/03/10
Evaluation Committee Review of field test and possible oral presentations from proposers. (Estimated)	6/21/10
City Commission Award of Contract (Estimated)	7/7/2010

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/04 (GC) are included and made a part of this RFP as Exhibit "A".

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. PROPOSERS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this RFP. All requested samples are to be provided at no cost to the City.

06. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

07. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

08. CONFLICT OF CONDITIONS / INSTRUCTIONS

If conflicts exist between the terms and conditions contained herein and the terms and conditions of a proposers contract language, the City's terms and conditions shall prevail unless specifically negotiated and approved by the City.

09. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

NOTE: Proposer, by submitting a proposal attests they have not been placed on the convicted vendor list.

10. AVAILABILITY OF FUNDS

The obligations of the City under this award are subject to the availability of fund lawfully appropriate and budgeted for this project.

11. PRICES:

11.1 All prices quoted shall include delivery/handling charges.

11.2 Firm Price: The City of Fort Lauderdale will not accept any proposals that do not guarantee a firm price.

11.3 Pricing provided in the submission shall be guaranteed for two years following the conclusion of field-testing and subsequent awarding of a contract.

12. COST ADJUSTMENTS:

The cost for service as proposed shall remain firm for the first two years of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry, but unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage (%) increase in the All Urban Consumers Price Index (CPU-U) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest Index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the comparable month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

13. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

14. NO EXCLUSIVE CONTRACT / ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

15. MODIFICATION OF SERVICES (Deletions / Additions)

15.1 The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work

originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

15.2 The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method that is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

16. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

16.1 The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

16.2 The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

16.3 The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the evaluation process.

17. QUANTITY:

The quantities shown are estimated as one year's requirement. The City reserves the right to increase or decrease the total quantities.

18. WARRANTIES OF USAGE

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

19. INSPECTION AND TESTING OF MATERIALS:

The materials, patterns, fabricated member and assembled or partially assembled items may be inspected at the factory, or elsewhere, by a representative of the City at any time during the process of manufacture or until final delivery and acceptance, to determine whether or not there is compliance with the requirements of these specifications. Approval prior to the time of final acceptance shall not preclude rejection of delivered items that do not satisfy these specifications.

20. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

21. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a TWO (2) year period. The City reserves the right to extend the contract for TWO

(2) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Procurement Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

22. SERVICE TEST PERIOD

Manufacturers wishing to submit a proposal for consideration must agree to participate in a field test of their garments to determine if the product can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period will be for approximately one hundred ten (110) days prior to awarding an annual contract for these products. Such trial shall be based on compliance with the specifications, terms and conditions as contained therein.

Each manufacturer will be required to provide three (3) sets of bunker gear consisting of coat and pants (as well as suspenders if required) for members chosen to evaluate the gear.

22.1 Field Testing

Three members of the Fort Lauderdale Fire Rescue Operations Division will be chosen to evaluate bunker gear from the manufacturers that meet the requirements of the specifications. Each evaluator will wear the gear during their regular tour of duty and will complete a daily evaluation of the gear and submit this report to the Procurement Department at regular intervals throughout the test period.

Field-testing will be conducted for approximately one hundred ten (110) days with every attempt being made to ensure each manufacturer is given an equal amount of wear time by the evaluator.

The garment will be evaluated on overall comfort of the garments; Do the garments fully cover all areas of the body when a variety of skills are undertaken (crawling, bending over, crouching, and simulating other job related activities); Durability of the garment during field testing; Ease of donning and doffing of the garments; How well did the garment perform in providing heat protection during live fire simulation; Perceived breathe ability of the garments when working either in the live fire simulation or during simulated skills; Rating of the attachment points and or appliance pouch sewn into the pants for personal escape equipment with regards to accessibility, bulkiness, entanglement hazard and any obstacles it may present during regular activities; Personal escape harness as it pertains to the ability to deploy and use under hostile conditions.

Garments will be cared for / maintained in accordance to manufacturers instructions.

If requested by the manufacturer, gear provided for the field test will be returned to the vendor after the test period.

At the conclusion of the field trial, the Committee will review the results of the field test as well as all other evaluation criteria, and attempt to determine the manufacturer to be chosen for contract award.

22.2 Submission of Sample Garments for Testing Purposes

Proposers are required to submit three (3) sets (coat and pants w/suspenders if required) to the City at time of proposal submission, for testing purposes. Proposers will be required to make a presentation to the committee to demonstrate their garment for the committee to determine if it meets the MINIMUM QUALIFICATIONS / COMPLIANCE REQUIREMENTS as indicated in Part I - Introduction / Information, Item #5 of this RFP.

ANY SAMPLES SUBMITTED SHALL CREATE AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS AND SERVICES TO BE PROVIDED DURING THE CONTRACT TERM SHALL CONFORM TO THE SAME STANDARD AS THE SAMPLE(S) SUBMITTED AND EVALUATED.

23. INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440.
Employer's Liability in the amount of \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions if individual performing the work are Corporate Officer, sole proprietor, or partner. Copies of waivers are provided for by Florida statutes. Proper waiver documentation is required.

Commercial General Liability Insurance

Covering premises-operations, products completed operations, independent contractors, and contractual liability.

Combined single Limit Bodily Injury/Property Damage with minimum limits of \$1,000,000.

This coverage must include:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for hazards commonly referred to as 'Explosion, Collapses and Underground' exclusions – on construction contracts only.

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily Injury - \$250,000 each person
\$500,000 each occurrence

Property Damage - \$100,000 each occurrence

Combined Single Limit - \$1,000,000 (Bodily Injury and Property Damage Combined)

WAIVER OF SUBROGATION - All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Fort Lauderdale.

The City shall be named as an additional insured on General Liability Insurance. All certificates

of insurance must be submitted to the Procurement Department and be approved by the City's Risk Manager prior to commencement of any work. **The City is to be named as “additionally insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate.** Any costs for adding the City as “additional insured” will be at the contractor's expense.

24. ANTI-COLLUSION STATEMENT

By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES.

Purpose and Scope

This specification is intended to define the minimum requirements for bunker clothing for firefighters. In the absence of comment on particular points industry standard practice should be presumed to prevail. Workmanship and material are to be first quality throughout. Any exceptions to specifications must be clearly spelled out at time of proposal. In the absence of comment on a specific point, proposer will be required to furnish a totally compliant garment. Taking a blanket exception shall not be acceptable.

All materials and construction will meet NFPA Standard #1971 (2007 revision) and/or Cal OSHA for structural fire fighters protective clothing.

Proposers shall provide all necessary labor, supplies, equipment and materials to provide personal protective equipment that meets or exceed the minimum design and materials general specification criteria provided herein.

Should there be a conflict between the design criteria, performance requirements, materials, or construction methods in these specifications and the NFPA 1971 Standard, the more stringent requirements shall apply.

PRIMARY CONCERNS

FAULTY WORKMANSHIP: Any latent defects in garments caused by faulty workmanship will be corrected or replaced without charge to the City. This shall include shipping and handling to and from the manufacturer or repair facility.

FAULTY CLOTH AND MATERIALS: Proposer by virtue of submitting a proposal, warrants and guarantees that all materials and fabrics are first quality goods of current manufacture with no seconds or rejects being used and agrees to replace any garments wearing unsatisfactorily due to latent defects in the cloth or faulty materials used for trimmings, pocketing, lining, etc. at no additional charge to the City.

ORDER POLICY: Orders will be placed as required. New or replacement personnel will be outfitted as required. Needs consolidation will be attempted whenever possible, however it will be the Contractor's responsibility to review anticipated needs and plan accordingly to maintain an effective supply to the City.

MERCHANTABILITY: The awarded proposer hereby acknowledges and agrees that all materials supplied in construction of the personal protective equipment proposed by the proposer in conjunction with this solicitation shall be new and warranted for their merchantability, and fit for the purpose intended. In the event any of the materials supplied to the City by the successful proposer are found to be defective or do not conform to the specifications: (1) they may be returned to the contractor at the contractors expense, and the contract may be cancelled for cause, or (2) The City may require the contractor to replace the materials at the contractors expense.

AUTHORIZED DISTRIBUTOR: The proposer must be the manufacturer or an authorized distributor of the manufacturer and should supply proof of this fact as part of their proposal. A current written authorization from the manufacturer may be submitted as proof of the above.

Sizing Of Members

The awarded proposer shall be responsible for providing all necessary labor and materials to accurately measure and fit firefighters, including current firefighters and new hires, for all uniforms purchased under this solicitation. Sizing of members shall be conducted on a Fort Lauderdale Fire Rescue site as determined by the Fire Chief. A representative of the manufacturer who will be solely responsible for relaying the sizing results to the manufacturing facility will conduct sizing of members. Measurements taken on site will be provided in writing to a Fort Lauderdale Fire Rescue representative to use as a reference when the finished set of gear is received. Any discrepancies in sizes from original measurements will be the responsibility of the vendor and corrections shall be made to the exact original sizes at the cost of the vendor. This includes shipping and handling to the facility that will alter the gear and or manufacture a new set in case alterations exceed those recommended by the manufacturer.

When members are measured, any measurements that exceed more than two inches from the gear the member is currently wearing must be approved by both a Fort Lauderdale Fire Rescue representative and the individual member. In the case of a discrepancy, a Safety Committee member must approve the deviations.

Gear Delivery

Upon completion of sizing for a set of gear, the vendor shall provide receipt of sizes electronically to a designated representative of Fort Lauderdale Fire Rescue. The vendor will have six weeks or 30 business days to deliver the gear to Fort Lauderdale Fire Rescue. Violations of this delivery schedule may be cause for immediate termination of the contract.

Patented Or Proprietary Options

This specification is intended to allow for open and competitive opportunities for a wide range of manufacturers. Manufacturers that offer patented or proprietary options are encouraged to include these options in their proposal. However, these options must be specified as such when responding to the RFP and should list costs for each option for consideration. Fort Lauderdale Fire Rescue maintains the exclusive right to include or exclude any and all options upon award of the contract to the successful proposer.

Does your proposal comply with this requirement?
YES () NO ()

Samples of software reports should be included with proposal response. Provide software in CD format that can be loaded onto a PC and utilized with a handheld scanner unit (supplied at no cost to Fort Lauderdale Fire Rescue by the vendor), which incorporates a bar code reader. The handheld unit would sync with the PC via USB cable.

Does your proposal comply with this requirement?
YES () NO ()

Vendor shall provide onsite training (8 hour minimum at no charge) of the software set up, system operation and hand held unit function.

Does your proposal comply with this requirement?
YES () NO ()

Outer Shell Material

The outer shell shall be constructed of Basofil material.

Does your proposal comply with this requirement?
YES () NO ()

The approximate weight should be 7.5 oz. per square yard.

Does your proposal comply with this requirement?
YES () NO ()

Indicate weight/sq. yd of your offering: _____

Moisture Barrier Material

The moisture barrier shall be constructed of a bicomponent membrane (ePTFE/PU) laminated to a woven Nomex substrate (either CROSSTECH Type 2C or Stedair 4000). The moisture barrier should have a total weight between 5.0 oz/yd² and 6.3 oz/yd².

Does your proposal comply with all of these requirements?

YES () NO ()

Indicate total moisture barrier weight of your offering: _____

Moisture barrier should be installed in the garment between the outer shell and thermal liner. Systems that leave thermal liner unprotected against fire ground liquids and other contaminants are not acceptable

Does your proposal comply with this requirement?
YES () NO ()

Thermal Liner Material

Thermal liner should be constructed with two (2) layers of E-89 spunlace nonwoven, the first being 1.5 oz/yd², and the second 2.3 oz/yd², quilted to Meta Aramid face cloth. The face cloth should incorporate both spun and filament Nomex yarns. The filament yarns in the face cloth are present to provide better comfort for wearer and to allow for quicker, snag free donning and doffing. It is our understanding that this material is available to all manufacturers on an equal basis. If you are not offering this material please give full explanation as to why and what your alternative is.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Thermal, Moisture Barrier Construction

Both moisture barrier and thermal liner should be stitched together by stitching, turning and then top stitching, to create a self binding edge.

Does your proposal comply with this requirement?

YES ()

NO ()

An inspection port, secured with hook and loop, zipper, or other fasteners, should be provided in the lower hem area of the coat and in the fly or waist areas of the pants to allow the entire interior of the moisture barrier / thermal liner assembly to be inspected in the field for wear and burned spots without disturbing any stitching.

Does your proposal comply with this requirement?

YES ()

NO ()

Elbows and knees should be provided with a minimum of one (1) additional layer of thermal liner padding.

Does your proposal comply with this requirement?

YES ()

NO ()

Liner should be securely attached to the outer shell in a way to ensure that accidental separation of the components cannot occur. Thermal liner and moisture barrier in both coat and pants, should be completely removable for maintenance and cleaning.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Stitching

All stitching in the garments herein described shall be of a size and type sufficient to meet or exceed all the seam requirements of the most current edition of the NFPA 1971 standard.

Does your proposal comply with this requirement?

YES ()

NO ()

All seams of moisture barrier shall be sealed with waterproof tape to meet NFPA water penetration requirements. All reinforcements at points of strain should be accomplished with bar

tacks. Rivet reinforcement shall not be acceptable. There shall be no raw edges allowed in any uncoated fabrics.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Sizing

Garments should be available in custom coat chest (in 2" increments), sleeve (in 1" maximum increments and pants waist (in 2" maximum increments) and inseam (in 2" maximum increments) sizes.

Does your proposal comply with this requirement?

YES ()

NO ()

A full range of woman's sizing (on woman's patterns) should also be available. Sleeve lengths should be graded according to chest size and should be adjusted as necessary for unusually long or short arms. Small, medium, large, and extra large sizing and women's garments cut to men's patterning will not be considered acceptable since proper fit facilitates mobility and minimizes stress.

Does your proposal comply with this requirement?

YES ()

NO ()

Flammability & Breathe Ability Of Constituent Materials

All materials used in the manufacturing of the turnout gear shall meet all requirements as outlined in the most current edition of the NFPA 1971 standard.

Does your proposal comply with this requirement?

YES ()

NO ()

General Coat Construction Requirements

The body of the coat should be constructed of a minimum of three separate panels in all layers, outer shell, moisture barrier and thermal liner, to better provide the wearer with a stress-reducing tailored fit.

Does your proposal comply with this requirement?

YES ()

NO ()

The protective garments should be coats and trousers that have been designed and constructed to provide adequate coat/trouser overlap of all three layers (outer shell, moisture barrier, and thermal barrier) to protect the wearer when bending, crawling, or stretching as required by the current edition of NFPA 1500, Standard on Fire Department Occupational Safety and Health Program.

Does your proposal comply with this requirement?

YES ()

NO ()

Collar

Collar layered construction, consisting of a layer of moisture barrier material and another layer of NFPA approved insulating material, sandwiched between two layers of specified outer shell material and at least 3" high. Each collar should be graded to individual coat sizes.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Chinstrap

Chinstrap layered construction shall meet NFPA requirements. The collar design should ensure full interface closure of the collar, chinstrap and coat front closure/storm flap in order to pass the whole garment watertight integrity test.

Does your proposal comply with this requirement?

YES ()

NO ()

Chinstrap must also interface with SCBA air masks and not hinder movement of the head. This is to insure that bunching up of material will not break the air mask seal.

Does your proposal comply with this requirement?

YES ()

NO ()

Sleeves

Sleeves should be full cut to allow for a full range of motion.

Does your proposal comply with this requirement?

YES ()

NO ()

Coat Wristlets

Wristlets should be a two-ply Nomex Knit. There should be a thumb tab provided for the thumb.

Does your proposal comply with this requirement?

YES ()

NO ()

Wristlets should be attached directly to the thermal barrier/moisture barrier liner assembly.

Does your proposal comply with this requirement?

YES ()

NO ()

Wristlets should be sewn to a waterwell forming a barrier between the wristlet and the sleeve.

Does your proposal comply with this requirement?

YES ()

NO ()

The wristlets and waterwells configuration should prevent water and debris from entering between the outer shell and the liner when the arms are raised.

Does your proposal comply with this requirement?

YES ()

NO ()

Front Closure

Closure should be a four (4) inch minimum storm shield lined with moisture barrier. Outer closure should be at least 1.5" Hook & Loop, with high temp nylon vislon zipper.

Does your proposal comply with this requirement?
 YES () NO ()

Front Closure Protective Overlap

The coat front closure should be constructed with materials and a design to prevent liquid entry during the NFPA watertight integrity test.

Does your proposal comply with this requirement?
 YES () NO ()

Pockets

Two (2) pockets should be constructed of outer shell material and should be placed on the front of the coat so that utilization of the pocket is not inhibited when wearing an SCBA.

Does your proposal comply with this requirement?
 YES () NO ()

Pocket Flaps should be secured with hook and loop fasteners.

Does your proposal comply with this requirement?
 YES () NO ()

Pockets should be 100% interior reinforced with Kevlar knit material or equivalent. Grommets should be provided in pocket bottoms.

Does your proposal comply with this requirement?
 YES () NO ()

One (1) radio pocket should be provided, securely sewn to the left side of chest area (as worn), constructed of outer shell material and lined with moisture barrier material. The radio pocket should be at least 9" x 4" x 3". The flap will be secured with hook and loop fastener. A grommet should be provided in pocket bottom. Directly above the radio pocket approximately 3" should be a tab of outer shell material affixed on a 45 degree angle of ¼" dimension that will be used to hold a portable radio cord microphone.-

Does your proposal comply with all of these requirements?

YES () NO ()

Reflective Trim

Trim should consist of at least 3" Scotchlite Two Tone material, lime/silver in color, arranged in an NFPA approved pattern, as determined by Fort Lauderdale Fire Rescue, on the coat. Scotchlite must be new laminated style that meets the requirements set forth in NFPA #1971, 2007 edition.

Does your proposal comply with this requirement?
 YES () NO ()

There should also be provided a back patch located on the back of the coat at the lowest point, so not to be covered up with the SCBA. This patch should have 3" Lime Scotchlite letters for the firefighters last name. If space does not permit the use of 3" letters, 2" letters are acceptable.

Does your proposal comply with this requirement?
 YES () NO ()

Which will you be offering 3" or 2" lettering? _____

There should also be a back patch located on the back of the coat placed right below the drag rescue device, so as not to be covered up with the SCBA. This patch should have 3" Lime Scotchlite letters in an arched pattern that read: *Ft Lauderdale*. Lock stitching to be used in order to secure lettering, patches and trim. Chain stitching will no be allowed. Perforated trim will not be allowed.

Does your proposal comply with all of these requirements?
 YES () NO ()

Thermal Enhancements

In order to provide a high level of thermal protection in the shoulder, upper chest/back, and arm area, a continuous thermal insulating system to provide additional insulation, should be provided. This additional thermal enhancement should be capable of providing a Conductive Compressive Heat Resistance (CCHR) of at least 35 (wet) and 40 (dry) on 3 consecutive tests of the same material swatch. Manufacturers must submit documentation verifying this enhancement and its required performance with their proposal. This specified performance criteria for thermal enhancements in these areas exceeds NFPA 1971 minimum requirements and is being specified to make sure any new gear provides at least the same level of protection as currently specified and worn by the Department. As such any designs submitted for consideration shall be accompanied by laboratory tests data results performed within 6 months prior to the date of submission. Tests shall have been performed by an ISO 17025 Accredited, UL Authorized, Client Test Data Program Laboratory, or at UL.

Does your proposal comply with this requirement?
 YES () NO ()

Flashlight Holder

A system designed to hold a right angle personal flashlight should be provided on the right side front of the coat. The flashlight should attach with a reverse hook securely riveted to the front of the coat. Directly underneath the reverse hook should be a Hook & Loop strap of at least 1" x 12" mounted approximately 10" down from the centerline of the shoulder area, and as close to the storm flap as possible. The strap should be securely sewn to outer shell material. This system should be placed in such a fashion as to not interfere with the SCBA shoulder straps.

Does your proposal comply with all of these requirements?
 YES () NO ()

The harness should allow for the wearer to don the pants and fasten the harness with only one connection point. An additional connection point or zipper for closure of the fly of the pants should be allowed. The pants should include openings in the outer shell on the front to allow the harness closure system to be accessed from the outside of the pant.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Escape Harness

An NFPA 1983 certified class 2 safety harness with "A" frame and attachment point as noted above should be provided with each set of pants ordered by Fort Lauderdale Fire Rescue. The harness itself must be capable of providing an attachment point for an after market bag system designed to carry the components of a personal escape system. In addition, the harness must be removable from the pants for inspection, replacement, cleaning, etc.

Does your proposal comply with all of these requirements?

YES ()

NO ()

If the harness is not capable of providing an attachment point, the manufacturer should be able to provide a lateral lumbar pouch sewn into the pants capable of carrying and deploying the personal escape system.

Does your proposal comply with this requirement?

YES ()

NO ()

Visual Inspection Port

The liner system of the pants should incorporate an inspection port to allow for field inspection of the internal condition of the moisture barrier membrane, seam ceiling and thermal insulation layer/quilt stitching.

Does your proposal comply with this requirement?

YES ()

NO ()

Suspenders

Unless the suspenders are an integral part of the pants or harness system, manufacturers will be required to supply one set of suspenders, to be determined by Fort Lauderdale Fire Rescue, with each set of turnout pants purchased, at no additional charge. Pricing of pants shall be based on the inclusion of either the integral suspender system or the suspenders specified by Fort Lauderdale Fire Rescue.

Does your proposal comply with this requirement?

YES ()

NO ()

- END OF SECTION-

PART V - REQUIREMENTS OF THE PROPOSAL

SUBMITTAL REQUIREMENTS

Sealed written Responses shall be received by the City of Fort Lauderdale, Department of Procurement Services, no later than the date, time and at the location indicated below. Submittal of response by fax or e-mail is not acceptable.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc. Complete sets of the proposals are required to be submitted on or before 2:00 p.m. on the specified due date to:

The City of Fort Lauderdale Procurement Department,
Room #619, 6th Floor, City Hall, 100 North Andrews Ave.,
Fort Lauderdale, Florida 33301.

ONE (1) original and SIX (6) copies of your sets of response forms must be returned to the City or your response may be disqualified.

One (1) set is to be clearly marked 'ORIGINAL' and is to become the official file copy.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

All proposals should be submitted as specified on the proposal pages that follow. Any attachments must be clearly identified. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference may be considered to have no reference material included in the additional documents.

Information contained in the proposal is to be relied upon by the City in awarding the contract, and such information is warranted by the Proposer to be true. The City may require additional information relating to the qualifications of the Proposer, and the Proposer agrees to furnish such information upon request.

Proposer should include as a part of the RFP submittal all documentation as requested / required in this section, or proposer may be found non-responsive.

Proposer shall provide information to support his/her expertise to perform the services as contained in the RFP. Information submitted should include, but not necessarily be limited to the following:

Submittals: (To be indexed and submitted in the order listed)

- A. Letter of Interest / Cover Letter** - Briefly state the Proposer's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP. Followed by your signed PROPOSAL SIGNATURE PAGE.

- B. Professional Licenses and Certificates; Insurance** – Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, safety certificates, etc.. Company must be licensed and/or registered in the State of Florida in all required disciplines. Manufacturer should be registered to ISO 9001, *Quality Systems-Model for Quality Assurance in Design, Development, Production, Installation, and Servicing*. – Also include proof of insurance in this section.
- C. Company Profile** – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the proposer, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm.
- D. Comply Information** - In the format specified in PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES. Complete specifications as indicated should be responded to item by item. **All subheadings under this section should be indicated in your submission.** Items that do not pertain to your offering should be indicated with a 'N/A' symbol. If your offering offers additional items/features please indicate those items, under the appropriate heading, with an '*' symbol or other such notation. Proposal should also include a separate sheet to represent every deviation (itemized by subheading and number) to the specifications.
- E. Quality & Features of products offered**
- E1. Indicate the make and model number as well as any other identifying requirements, of the garments you are offering. The Proposal must include specific discussion of how offered products meet or do not meet the technical product specifications included in this RFP. Any variances from the product requirement specified will be evaluated by the Department to determine whether the differences would represent acceptable or unacceptable reduction in protective performance or comfort. Where patented products are referenced, the burden for documenting that alternative items being proposed offer equivalent performance rests solely on the alternative proposer. The City will be the sole determinant of whether an alternative proposal qualifies as an "equal" product. Any variances from product specified not discussed in detail in the RFP response could be grounds for product return or contract termination. The request for a pre-contract product sample does not reduce or diminish the responsibility of the proposer to detail such variances, nor does it reduce or diminish the potential penalties for not detailing in written form any such variances.
- E2. Proposal must include details of how manufacturer will assist in both sizing and fitting members with any new PPE product
- E3. Submit Manufacturer Product Specifications and Care Instruction for all items proposed. Sheets detailing specifications of materials and workmanship of proposed personal protective equipment for structural fire fighting under this solicitation, and any other pertinent technical data documenting compliance or equivalence with quality, features, functions and performance should be provided. Include garment specifications, sizing and production details, User Cautions, Cleaning Instructions, doffing and donning instructions, maintenance criteria, repairs/customer changes, safety considerations, storage conditions, decontamination considerations, retirement considerations, etc.

F. References - Include in the proposal a list of four entities which you have provided similar products List to include:

1. Customer
2. Contact Name
3. Phone Number
4. E-mail address
5. Date of Order
6. Date of Delivery

G. Certification and Warranty

G1. - The manufacturer of the protective clothing being proposed must certify that the garments being offered meet or exceed all requirements of NFPA #1971 (revised 2007). Submit this documentation on the Manufacturers letterhead.

G2. - Provide evidence that this product has been listed and labeled with Underwriter's Laboratories as the third party certification organization prescribed in NFPA # 1971 (revised 2007). Certification shall include by definition the areas of limited protection resistance from blood-borne pathogens as follows: Coat shall provide limited 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.

G3. - Include a written statement of lifetime warranty terms and conditions.

G4. - Vendor must detail all warranties that will be provided with their offering at no additional charge. If supplier has extended warranties available, they are to be detailed. Submit copies of Warranties. Higher consideration for award points may be given to vendors with the best warranties.

Warranties should include, but not be limited to the following:

1. A lifetime warranty covering defects in workmanship and materials (including or hook and loop)
2. Warranty of the moisture barrier

Any additional warranties / Guarantees (NOTE - **All** warranties associated with your offering should be included with your proposal for evaluation purposes:

H. Delivery Schedule - Proposers should indicate their delivery schedule. This delivery should be indicated as number of calendar days After Receipt of Order (ARO). Proposers offering the quickest, realistic delivery schedule will received the highest points in this category.

I. Qualifications / Experience - Provide a detailed technical narrative demonstrating your firm's knowledge and experience. Include number of years experience your firm has had in producing similar protective clothing, Staff knowledge, Information on facilities, production capabilities.

J. Required Documentation

1. A current copy of the manufacturer's UL or SEI certification listings.
2. Samples of software reports for Traceability Program
3. Manufacturers shall supply documentation of enhanced thermal protection in the coat and knees in the form of laboratory test data results performed within 6 months prior to the date of submission. Tests shall have been performed by an ISO 17025 Accredited, UL Authorized, Client Test Data Program Laboratory, or at UL. (As specified in the 'COMPLY INFORMATION' section of this document).
4. Provide documentation of thermal protection, breath ability, and durability of the entire ensemble as specified.

K. Listing of Exceptions to Specifications.

ANY exception(s) or clarification(s) taken to the requirements of these specifications should be explained in full and referenced by paragraph number.

Any exception taken may result in the proposal being deemed non-responsive.

L. Cost / Financial Proposal

*Provide any attachments to your proposal after Item 'L'

M. Sample Garments for Field Testing

In addition to the written requirements listed above, proposers are required to submit three (3) sets (coat and pants) to the City for testing purposes.

ANY SAMPLE SUBMITTED SHALL CREATE AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS AND SERVICES TO BE PROVIDED DURING THE CONTRACT TERM SHALL CONFORM TO THE SAME STANDARD AS THE SAMPLE(S) SUBMITTED AND EVALUATED.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS SIX (6) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL

- END OF SECTION -

CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations list below:

1. Quality and features of product offered; compliance with specifications; Delivery schedule; Warranties; certifications of garments; other required documentation (UL or SEI cert., Software reports, Lab results, other required documents as listed)
(Maximum points available are 20)
2. Experience, qualifications (including certifications, registrations, etc.) and performances of the proposing firm; References.
(Maximum points available are 20)
3. Field test results
Overall comfort of the garments. Do the garments fully cover all areas of the body when a variety of skills are undertaken (crawling, bending over, crouching, and simulating other job related activities); Durability of the garment during field testing; Ease of donning and doffing of the garments; How well did the garment perform in providing heat protection during live fire simulation; Perceived breathe ability of the garments when working either in the live fire simulation or during simulated skills; Rating of the attachment points and or appliance pouch sewn into the pants for personal escape equipment; Personal escape harness as it pertains to the ability to deploy and use under hostile conditions. Compliance with specifications.
(Maximum points available are 30)
4. Estimated cost to the City
(Maximum points available are 30)*

Total points available are 100 points.

*NOTE: The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost / fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Evaluations will be as follows: In step one the committee will evaluate all submitted proposals for eligibility and compliance with Minimum Qualifications / Compliance Requirements as indicated in PART I – INTRODUCTION / INFORMATION - Items 5 and 6. Any garments / proposals not meeting these qualifications / requirements shall be deemed non-responsive. ***Proposers will make a presentation of their garments at this time.***

All responsive and responsible proposals meeting qualifications will then be approved to proceed into the field testing part of the evaluation process.

At the conclusion of the field test, proposers will be evaluated based upon the Consideration for Award / Award Criteria as indicated. The committee will score and rank all responsive proposals in accordance with criteria indicated and determine a first ranked proposer for award consideration.

The City reserves the right to award the RFP to that proposer who will best serve the interest of the City.

Proposers may be required to provide an additional oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

The City may also choose to enter into discussions with the three (3) best-qualified responsible offerors who submit proposals who are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted through negotiations after submissions and prior to award for the purpose of obtaining best and final offers.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process. The City may require additional information and proposers agree to furnish such information. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the solicitation process.

The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions will be final.

PRICING PAGE

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE (UNIT PRICE X EST. QTY)
1.	75/YR	Fire Fighting Coat per specifications Manufacturer _____ Model/Style: _____	\$ _____	\$ _____
2.	75/YR	Firefighting Trousers per specifications Manufacturer _____ Model/Style: _____	\$ _____	\$ _____
		TOTAL (ITEMS 1 AND 2)	\$ _____	\$ _____

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

E-MAIL: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE _____ WBE _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.**

Variances:

revised 11-12-08

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

RFP 204-10375
FIREFIGHTER PROTECTIVE CLOTHING

ISSUED January 15th, 2010

1. This addendum is being issued to make the following clarification:

Regarding the 3 sets of bunker gear that are to be submitted for field testing, the gear shall be submitted in the color 'Golden Brown' or a very similar shade.

All other terms, conditions, and specifications remain unchanged.

This addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the bid

James T. Hemphill
Sr. Procurement Specialist

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____



City of Fort Lauderdale • Procurement Services Department
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purchase@fortlauderdale.gov

ADDENDUM NO. 2

RFP 204-10375
FIREFIGHTER PROTECTIVE CLOTHING

ISSUED 2/16/2010

This addendum is being issued to make the following change:

1. The following paragraphs are to be added to the RFP:

Under PART III - SPECIAL CONDITIONS - part 22. Service Test period, add the following:

22.3 Evaluations

The trial sets of Bunker Gear will be evaluated by two processes: a series of Controlled Test/Exercises and In-Service Use. Each set of trial Bunker Gear assigned to an evaluator will undergo the same Test/Exercise under the same (or as close to the same) conditions. Circumstances that could affect the Test/Exercise would be weather, time of day and other uncontrollable events. The Bunker Gear will be used and evaluated during In-Service use on a rotation basis. Actual incidents and timing of those conditions can not be anticipated and will be less controlled than the test/exercises. Separate Evaluation Forms will be utilized to rate and document both processes.

The Controlled Test/Exercises will include but are not limited to:

- Fireground Skills (ladders ops, hose layouts, search & rescue, etc.)
- Fire Conditions (heat saturation, flashover simulation, etc.)
- Bail-Out/Escape Pack (emergency escape via ladder and/or personal escape packs)
- Care and Maintenance (wash and dry)

The In-Service evaluation may include but are not limited to:

- Structure Fires
- Fireground Operations (ladder ops, hose layouts, search & rescue...)
- Vehicle Fires
- Vehicle Extrication

The trial sets of Bunker Gear will be evaluated on overall comfort of the garments; Do the garments fully cover all areas of the body when a variety of skills are undertaken (crawling, bending over, crouching, and simulating other job related activities); Durability of the garment during field testing; Ease of



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donning and doffing of the garments; How well did the garment perform in providing heat protection during live fire simulation; Perceived breathe ability of the garments when working either in the live fire simulation or during simulated skills; Rating of the attachment points and or appliance pouch sewn into the pants for personal escape equipment with regards to accessibility, bulkiness, entanglement hazard and any obstacles it may present during regular activities; Personal escape harness as it pertains to the ability to deploy and use under hostile conditions."

In Part IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Comply Information: Add the following paragraph:

Sleeve cuffs and pant cuffs shall be reinforced with black advance material

Does your proposal comply with this requirement?
YES () NO ()

In Part I - INTRODUCTION / INFORMATION, section 1-Purpose: Add the following to the second paragraph that discusses the field testing of bunker gear:

NOTE: Garments that have not been measured and specifically fitted for the members chosen to evaluate the gear shall not be accepted and the proposals associated with these garments shall be deemed non-responsive.

In PART V- REQUIREMENTS OF THE PROPOSAL - add the following:
Failure to submit complete responses may affect your overall score or may deem your proposal non-responsive.

2. The following sentence / paragraph corrections shall be incorporated into the document:

In Part I - INTRODUCTION / INFORMATION, section 5- Minimum Qualifications / Compliance Requirements - Item 1 shall be replaced and read as follows:

The outer shell material shall be Basofil

In Part III - SPECIAL CONDITIONS, section 1 - General Conditions- The sentence shall be replaced and read as follows:

RFP General Conditions Form G-107 Rev. 06/09 (GC) are included and made a part of this RFP.



City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

All other terms, conditions, and specifications remain unchanged.

This addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the bid

James Hemphill
Sr. Procurement Specialist

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____



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ADDENDUM NO. 3

RFP 204-10375
FIREFIGHTER PROTECTIVE CLOTHING

ISSUED 2/18/2010

This addendum is being issued to make the following change:

1. In Part IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, under the paragraph entitled Patented or Proprietary Options:

The paragraph shall be deleted in its entirety and replaced as follows:

Optional Items

This specification is intended to allow for open and competitive opportunities. Proposers will be evaluated on the specifications as indicated in the RFP. The City is aware however that some proposers may have additional optional items that are available as well. Proposers may include those items on a separate sheet for informational purposes. The sheet(s) must clearly indicate that they are optional items and should list the cost (if any) associated with each one. These options and prices shall not be a considered in the basis for award. The City reserves the right to purchase any, all or none of the listed options. Optional items should not be included with submitted garments unless specifically requested by the City.

2. THE FOLLOWING ITEM SUPERSEDES THE CHANGE INDICATED IN ADDENDUM #2 FOR THE SAME SECTION:

In Part IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES, Comply Information: Add the following paragraph:

Sleeve cuffs and pant cuffs should be reinforced with black advance material

Does your proposal comply with this requirement?
YES () NO ()

All other terms, conditions, and specifications remain unchanged.

This addendum should be signed and returned with the bid response or acknowledged on the BID/PROPOSAL SIGNATURE PAGE of the bid



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James Hemphill
Sr. Procurement Specialist

Company
Name: _____
(please print)

Bidder's
Signature: _____

Date: _____

Question and Answers for Bid #204-10375 - Firefighter Protective Clothing

OVERALL BID QUESTIONS

Question 1

Are vendors to supply just the pant with the integrated harness, or is a Rope, Hook, and Descending Device also required? (Submitted: Feb 9, 2010 4:54:37 PM EST)

Answer

- Rope, Hook, and Descending Device are not required. (Answered: Feb 10, 2010 9:45:15 AM EST)

Question 2

What color should the Basofil outer shell be? (Submitted: Feb 9, 2010 4:55:16 PM EST)

Answer

- Per Addendum #1 (Answered: Feb 10, 2010 9:45:15 AM EST)

- Regarding the 3 sets of bunker gear that are to be submitted for field testing, the gear shall be submitted in the color 'Golden Brown' or a very similar shade. (Answered: Feb 12, 2010 10:43:18 AM EST)

Question 3

Will the department require Rip-Cord style suspenders, or suspenders that have a sliding buckle? (Submitted: Feb 9, 2010 4:56:53 PM EST)

Answer

- Rip Cord is what is currently used by the Dept. (Answered: Feb 10, 2010 9:45:15 AM EST)

Question 4

How can I get a copy of Addendum #1? (Submitted: Feb 11, 2010 9:37:18 AM EST)

Answer

- It is one of the documents in the documents page of BIDSYNC for this solicitation. (Answered: Feb 11, 2010 9:50:00 AM EST)

Question 5

Does the department require any extra reinforcement on the sleeve cuffs and pant cuffs? If so, what type of material and what color? (Submitted: Feb 12, 2010 12:01:58 PM EST)

Answer

- Both cuffs shall be reinforced with black advance material. (Answered: Feb 15, 2010 1:34:49 PM EST)

Question 6

The specification calls for a tab of outer shell material affixed on a 45 degree angle of 1/4" dimension that will be used to hold a portable radio cord microphone. Does the department require a 1/4" tab, as this is a very narrow dimension? Also, is the tab attached to the outer shell on both sides with a bar tack? (Submitted: Feb 15, 2010 11:46:18 AM EST)

Answer

- Yes we want the mic tab to be 1/4". Also it is stitched on with reinforcement on the back side of the outer shell, no metal should be used. (Answered: Feb 15, 2010 1:34:49 PM EST)