

Solicitation 214-10775
Firefighter Protective Boots



City of Fort Lauderdale

Bid 214-10775 Firefighter Protective Boots

Bid Number 214-10775
Bid Title Firefighter Protective Boots

Bid Start Date May 20, 2011 3:44:34 PM EDT
Bid End Date Jun 10, 2011 2:00:00 PM EDT
Question & Answer End Date Jun 6, 2011 5:00:00 PM EDT

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

Pre-Bid Conference Jun 1, 2011 10:00:00 AM EDT
Attendance is mandatory
Location: Fire Administration Building (F.S.#2)
528 NW 2nd St. - 3rd Floor Conf. Room
Ft. Lauderdale, FL

NOTE: Dates are June 1st and 2nd, 2011 - 10:00 am EDT

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Fire Protective Boots 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 60 pair per year.

Proposers/Manufacturers wishing to bid must agree to participate in a field test of Fire Protective Boots meeting the Fort Lauderdale Fire Rescue specifications. Each manufacturer will be required to provide three (3) pairs of boots in sizes measured and confirmed by the proposer, for members chosen to evaluate the gear, for a period of approximately 120 calendar days. The boots must meet the minimum requirements as indicated. These boots shall be submitted by the proposal due date. Proposals that do not include boots for field testing shall be rejected and determined non-responsive.

There will be mandatory pre-proposal conferences on June 1st and June 2nd, 2011 - Attendance at one of these meetings is required.

Request for Proposal

214-10775

FIREFIGHTER PROTECTIVE BOOTS

***Opens: June 10, 2011
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 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 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.
- 1.05 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.
- 1.06 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.
- 1.07 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.
- 1.08 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.
- 1.09 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.

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.

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 it's 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 or cashiers check. 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, 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.
- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm**

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, 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.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond 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 for General Liability Insurance, 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 may, 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 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 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.

RFP#214-10775**TITLE Firefighter Protective Boots****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide Fire Protective Boots 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 60 pair per year.

Manufacturers wishing to bid must agree to participate in a field test of Fire Protective Boots meeting the Fort Lauderdale Fire Rescue specifications. Each manufacturer will be required to provide three (3) pairs of boots in sizes measured and confirmed by the proposer, for members chosen to evaluate the gear, for a period of approximately 120 calendar days. The boots must meet the minimum requirements as indicated. These boots shall be submitted by the proposal due date. Proposals that do not include boots for field testing shall be rejected and determined non-responsive.

Considering the fact that boots are distributed by various suppliers, it is recommended that the boot Manufacturer submit the sample to the City to represent all of their bidding distributors. **If a Manufacturer fails to submit samples for their particular style boot as stated in this RFP, on behalf of their distributors, then all distributors that submitted a response to this RFP for that particular Manufacturer's style boot shall be deemed non-responsive.** This does not preclude a distributor from submitting samples and being considered for award.

Boots for this trial are to be delivered to:

City of Fort Lauderdale Procurement Department
100 N. Andrews Ave. - Suite 619
Attn: James Hemphill
Fort Lauderdale, Fl. 33301
RFP #214-10775

The purpose of this document is to provide minimum specifications and test parameters for the manufacture of Fire protective Boots that meets the needs and desires of the City. It establishes essential criteria for the design, performance, and appearance. The object is to provide boots that are 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 solicitation, contact Procurement Specialist James Hemphill at (954) 828-5143 or email at jhemphill@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. 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). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. 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 Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND FITTING

There will be a **MANDATORY** pre-proposal conference and fitting to be held on the dates and times specified in PART II - RFP SCHEDULE. 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 the pre-proposal meeting is to address any questions interested proposers may have regarding the specifications. **THIS IS ALSO THE ALLOTTED TIMES FOR PROPOSERS TO PROPERLY FIT THE THREE FIREFIGHTERS THAT WILL PERFORM TESTING OF THE BOOTS FOR PROPOSAL SAMPLE SUBMISSIONS. No other date and time may be available for fitting except these two days / times. NOTE: The three firefighters that will perform the test must be properly fit to the boots they are testing.**

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.

05. MINIMUM QUALIFICATIONS / COMPLIANCE REQUIREMENTS

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

- 1). The outer shell shall be constructed of hydrophobic leather, combination of hydrophobic leather and Nomex[®]/Kevlar[®] rip-stop fabric, or a combination of rubber and Nomex[®]/Kevlar[®] rip-stop fabric that covers the shaft of the boot. Since this material

is available to all manufacturers on an equal basis, there shall be no exception to the outer shell material. No exceptions.

- 2). The boot shall incorporate a moisture barrier composed of a laminate of Cambrelle[®], with virgin Kevlar[®] felt and CROSSTECH[®] Footwear Fabric. Kevlar[®] and facecloth fabric located interior to the moisture barrier to prevent moisture wicking. All seams shall be butt stitched and sealed with CROSSTECH[®] tape. No exceptions.
- 3). The boots shall incorporate a stainless steel flexible bottom plate with full hard temper to meet ASTM F2413-05 standard for personal protection – protective footwear. No exceptions.

06. ELIGIBILITY

06.1 To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06.2 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.

07. PRICING/DELIVERY

07.1 All pricing shall be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07.2 All pricing must include delivery costs and be quoted FOB: Destination.

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

08. RFP DOCUMENTS

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

09. AWARD

Award will be made to the highest ranked responsive and responsible proposer, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

10. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

PART II - RFP SCHEDULE

Release RFP	5/19/11
Mandatory Pre-Proposal Conferences and on-site fittings NOTE: Attendance at one of these meetings is required.	6/1/11 and 6/2/11
Location: Fire Administration Building (F.S. #2) 528 NW 2nd St. - 3rd Floor Conf. Room Fort Lauderdale, Fl. Time: 10:00 AM - EDT (both days)	
Last Date for Receipt of Questions of a Material Nature	6/6/11
PROPOSAL DUE (Prior to 2:00 PM EST)	6/10/11
Evaluation Committee Meeting / Vendor Presentations to demonstrate test garment, evaluate eligibility and boot conformance with Minimum Qualifications / Compliance Requirements. (Estimated)	6/14/11
Field test period (Estimated)	6/16/11- 10/13/11

PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this RFP.

02. 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.

03. 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.

04. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by Contractor in responding to this RFP.

05. 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 Contractor.

06. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire TWO years from that date. The City reserves the right to extend the contract for two additional one 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 City as authorized by the awarding authority. 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.

07. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term two year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment 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 on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 will be considered cancelled on the scheduled expiration date.

08. INVOICES/PAYMENT

Payment terms 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.

09. RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

10. 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 from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which 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 or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

11. DELETION OR MODIFICATION OF SERVICES

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.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

12. SERVICE TEST PERIOD

Manufacturers wishing to submit a proposal for consideration must agree to participate in a field test of their boots 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 twenty (120) 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 boots for members to evaluate.

12.1 Field Testing

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

Field-testing will be conducted for approximately one hundred twenty (120) days with every attempt being made to ensure each manufacturer is given an equal amount of wear time by the evaluator.

The boots will be evaluated on overall comfort; Do the boots remain comfortable and water proof when a variety of skills are undertaken (crawling, climbing, walking, crouching, and simulating other job related activities); Durability of the boots during field testing; Ease of donning and doffing of the boots; How well did the boots perform in providing heat protection during live fire simulation; Perceived breathe ability of the boots when working either in the live fire simulation or during simulated skills; Rating of the pull up loops, toe cap durability, slip resistance, water absorption, bulkiness, fit, and ability of boot shaft to stand up over extensive wear.

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

These field test boots shall be provided to the City at no charge. If requested by the manufacturer, boots 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 product to be chosen for contract award.

12.2 Submission of Sample Boots for Testing Purposes

Manufacturers are required to submit three (3) pairs of boots to the City by proposal submission, for testing purposes. Proposers will be required to make a presentation to the committee to demonstrate their boots 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.

13. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional 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.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply

with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

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

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

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

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Department
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

14. CONDITION OF TRADE IN OF EQUIPMENT

It shall be the sole responsibility of the Contractor to inspect the trade in equipment or to assure himself of their condition. No variation in trade in credit shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence, by the City, that the Contractor has familiarized himself with the condition of the trade in equipment.

The Contractor understands that the condition of the equipment may change prior to shipment or pick up of the equipment by Contractor. No warranty or guarantee of the condition of the equipment is offered or implied. The Contractor agrees to take the equipment, at the trade in credit price bid, in the condition the equipment is at the time it leaves the City. The only commitment the City makes is to continue the same (whichever is applicable) maintenance service, operational standards, or storage conditions from the time the solicitation is issued until trade in equipment shipment or pick up by Contractor.

15. CONDITIONS OF TRADE IN SHIPMENT AND PURCHASE PAYMENT

All Prices of purchase items are to be Free on Board (FOB) Destination delivered to the specified City Agency. All Trade in equipment prices are to be FOB City Agency. City will ship trade in equipment FOB City Agency freight, collect to the address specified by the Contractor, or Contractor can arrange to pick up.

No City release of trade in equipment will be allowed prior to receipt and acceptance of purchased equipment unless prior arrangements have been made with the City Agency and approved by the Procurement Services Department.

16. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A.The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B.The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C.No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D.The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force

Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

17. PUBLIC ENTITY CRIMES

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

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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.

18. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

19. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 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> .

20. 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 IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES.

Purpose and Scope

This specification is intended to define the minimum requirements for bunker boots 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 product. 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 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, 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 successful manufacturer agrees to deliver to Fort Lauderdale Fire Rescue one complete set of sizing boots to be utilized in determining sizes for individual members. Fort Lauderdale Fire Rescue will maintain the sizing set for 60 days at which point they will be returned to the manufacturer. The successful manufacturer will also provide a representative to assist for at least 5 business days of sizing along with personnel from Fort Lauderdale Fire Rescue Support Services to ensure members of Support Services are fully trained on sizing members of the department.

The awarded proposer shall be responsible for providing training to Ft. Lauderdale Support Services personnel necessary to accurately measure and fit firefighters, including current firefighters and new hires, for all boots purchased under this solicitation. Sizing of members shall be conducted by Support Services personnel if necessary following the sixty day period where the required sizing set of boots was on location. Fort Lauderdale Support personnel will be responsible for relaying the sizing results to the vendor following sizing of members. Measurements taken and relayed to the vendor by Support Services will be acknowledged in writing to a Fort Lauderdale Fire Rescue Support Services representative to use as a reference when the ordered boots are 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 vendor or the manufacturer.

When members are measured, any measurements that exceed more than two sizes from the boot 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.

Delivery

The vendor will have four weeks or 20 business days to deliver the boots to Fort Lauderdale Fire Rescue. Violations of this delivery schedule may be cause for immediate termination of the contract.

Traceability Program

Successful bidding manufacturer should provide a bar code system on the boots that is interleaved 2 of 5 containing at a minimum individual serial numbers for tracking purposes. This bar code system should be incorporated into a tracking program that is NFPA 1851 compliant and has a Production Control # to be recorded on boot label.

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

Outer Shell Material

The outer shell shall be constructed of hydrophobic leather, combination of hydrophobic leather and Nomex®/Kevlar® rip-stop fabric, or a combination of rubber and Nomex®/Kevlar® rip-stop fabric that covers the shaft of the boot. No exceptions.

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

Moisture Barrier Material

The boot shall incorporate a moisture barrier composed of a laminate of Cambrelle®, with virgin Kevlar® felt and CROSSTECH® Footwear Fabric. Kevlar® and facecloth fabric located interior to the moisture barrier to prevent moisture wicking. All seams shall be butt stitched and sealed with CROSSTECH® tape. Since this material is available to all manufacturers on an equal basis, there shall be no exception to the moisture barrier material. No exceptions.

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

Indicate total moisture barrier weight of your offering: _____

Protective Toe Cap

The boots should include a anatomically formed protective toe cap made of fire resistant, abrasion resistant rubber covering the entire frontal toe area and incorporating three horizontally extended durability bumper cleats to deter toe area abrasion and extend the life of the boot.

Does your proposal comply with all of these requirements?

YES () NO ()

The toe cap should meet ASTM F2413-05 standard for personal protection – protective footwear.

Does your proposal comply with all of these requirements?

YES () NO ()

Protective Flexible Midsole

The boots shall incorporate a stainless steel flexible bottom plate with full hard temper to meet ASTM F2413-05 standard for personal protection – protective footwear. No exceptions.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Shin Protection

The boots shall incorporate some sort of shin protection on the front of the boot to protect firefighters from injury during firefighting operations.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Pull-On Loops

Four (4) one piece, minimum ¾" wide, fully reinforced, pull on leather straps fastened approximately below top line to exterior boot shaft.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Stitching should not penetrate the moisture barrier.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Straps should be replaceable by construction.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Sole

The soles should be made of a nitrile rubber shell, be oil and fuel resistant, with self-cleaning treads. They shall be fire resistant with a minimum NBS abrasion of 120 and able to withstand extreme heat. In addition, they should provide excellent thermal insulation against heat and cold with a high-voltage resistance of 14kv.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Sizing

Minimum sizing requirements should be;

(Full and half sizes)

Men's 5-16 (half sizes)

Women's 5-12 (half sizes)

Narrow, Medium, and Wide widths must be available in all sizes.

Does your proposal comply with all of these requirements?

YES ()

NO ()

GENERAL REQUIREMENTS

The successful manufacturer agrees to deliver to Fort Lauderdale Fire Rescue one complete set of sizing boots to be utilized in determining sizes for individual members. Fort Lauderdale Fire Rescue will maintain the sizing set for 60 days at which point they will be returned to the manufacturer. The successful manufacturer will also provide a representative to assist for at least 5 business days of sizing along with personnel from Fort Lauderdale Fire Rescue Support Services to ensure members of Support Services are fully trained on sizing members of the department.

Does your proposal comply with all of these requirements?

YES ()

NO ()

Boot Delivery

Upon receipt of a request along with purchase order for a set of boots, the vendor will have four weeks or 20 business days to deliver the boots to Fort Lauderdale Fire Rescue. Violations of this delivery schedule will be cause for immediate termination of the contract.

Does your proposal comply with all of these requirements?

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 EIGHT (8) 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;
- 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 boots 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 contractor will assist in both sizing and fitting members with any new 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 (Please assure that the e-mails are current)

G. Certification and Warranty

G1. - The manufacturer of the boot being proposed should certify that the product 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).

G3. - Include a written statement of one year 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 - Provide a delivery schedule. This delivery should be indicated as number of calendar days After Receipt of Order (ARO).

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 protective boots, Information on facilities, production capabilities.

J. Required Documentation

1. A current copy of the manufacturer's UL or SEI certification listings.
2. Documents that indicate the boots meet the following standards;
NFPA 1500, 2002 Edition Standard on Fire Department Occupational Safety and Health Program

NFPA 1851, 2008 Edition Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles

NFPA 1971, 2007 Edition Standard on Protective Ensemble for Structural Fire Fighting and Class 75 impact resistance/compression resistance requirements of ASTM F2413-05.

NFPA 1992, 2005 Edition Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies.

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 Boots for Field Testing

In addition to the written requirements listed above, Proposers /Manufacturers are required to submit three (3) pairs of boots 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 EIGHT (8) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS

THE ABOVE REQUIREMENT TOTALS NINE (9) 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; documented 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 boots. Do the boots remain comfortable and water proof when a variety of skills are undertaken (crawling, climbing, walking, crouching, and simulating other job related activities); Durability of the boots during field testing; Ease of donning and doffing of the boots; How well did the boots perform in providing heat protection during live fire simulation; Perceived breathe ability of the boots when working either in the live fire simulation or during simulated skills; Rating of the pull up loops, toe cap durability, slip resistance, water absorption, bulkiness, fit, and ability of boot shaft to stand up over extensive wear; 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.

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. 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 bidding process.

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.

2^{nd} lowest cost minus lowest cost = X

X divided by lowest cost = Y

Y times the total number of cost points = Z

Total number of cost points minus Z = points assigned to 2^{nd} lowest vendor and so on.

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 Boots / proposals not meeting these qualifications / requirements shall be deemed non-responsive. ***Proposers will make a presentation of their Boot 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 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.	60 pair/yr.	Fire Fighting Boots per specifications Manufacturer _____ Model/Style: _____	\$ _____	\$ _____

PRICE SHALL INCLUDE DELIVERY AND ALL INCIDENTALS. NO ADDITIONAL COSTS MAY BE ACCEPTED, OTHER THAN THE COSTS STATED ON THIS PROPOSAL PAGE.

OPTIONAL ITEM For Informational Purposes - not to be considered in total price evaluation.

In addition, Fort Lauderdale Fire Rescue is desirous of an extended wear program that allows for out of warranty footwear to be returned to the manufacturer for complete refurbishment through a resole package. This package should include any necessary replacement or repair of stitching, toe caps, and soles. The footwear shall be cleaned, deodorized, and receive new insoles. The cost for such a program will be fixed for the life of the agreement and will include return shipping of the boots to Fort Lauderdale Fire Rescue Support Services Bureau.

Will your company provide such a program Yes _____ No _____

What would the cost per pair of boots be for such a program _____

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. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

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/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

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

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): 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.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

revised 4-28-11

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.

NAME

RELATIONSHIPS

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.

Question and Answers for Bid #214-10775 - Firefighter Protective Boots

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.