

Solicitation 872-11923

Fire Protective Clothing - Bunker & Bail-Out Gear

Bid Designation: Public



City of Fort Lauderdale

Bid 872-11923

Fire Protective Clothing - Bunker & Bail-Out Gear

Bid Number 872-11923
 Bid Title Fire Protective Clothing - Bunker & Bail-Out Gear

Bid Start Date Jul 13, 2017 11:26:58 AM EDT
 Bid End Date Aug 1, 2017 2:00:00 PM EDT
 Question & Answer End Date Jul 25, 2017 5:00:00 PM EDT

Bid Contact Laurie D Platkin
 Procurement Specialist II
 Finance - Procurement Division
 954-828-5138
 lplatkin@fortlauderdale.gov

Contract Duration 2 years
 Contract Renewal 2 annual renewals
 Prices Good for 120 days

Bid Comments The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Morning Pride Fire Protective Clothing (Bunker Gear) for the City's Fire Rescue Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

For additional information go to www.BidSync.com.

Added on Jul 24, 2017:

Addendum 1

Replacement page 27 of solicitation which includes corrected 4.24 Bail-Out System Components which now match the Part III Special Specifications to C. Bail-out Equipment

All other terms, conditions, and specifications remain unchanged.

Item Response Form

Item 872-11923--01-01 - Bunker Gear - Coat/Tails
 Quantity 50 each
 Unit Price
 Manufacturer
 Delivery Location **City of Fort Lauderdale**
Fire Administration Offices
 528 NW 2nd St.
 3rd floor
 Ft. Lauderdale FL 33311
 Qty 50

Description

Coat/Tails - See Part III Special Specifications

Item **872-11923--01-02 - Bunker Gear - Pants**

Quantity **50 each**

Unit Price

Manufacturer

Delivery Location **City of Fort Lauderdale**

Fire Administration Offices

528 NW 2nd St.

3rd floor

Ft. Lauderdale FL 33311

Qty 50

Description

Pants - See Part III Special Specifications - to include bail out items.

Item **872-11923--01-03 - Bail-Out Gear**

Quantity **50 each**

Unit Price

Manufacturer

Delivery Location **City of Fort Lauderdale**

Fire Administration Offices

528 NW 2nd St.

3rd floor

Ft. Lauderdale FL 33311

Qty 50

Description

Sterling and CMC - See Part III - Special Specifications

ITB #: 872-11923
TITLE: Fire Protective Clothing – Bunker and Bail-Out Gear

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Morning Pride Fire Protective Clothing (Bunker Gear and Bail-Out Gear) for the City's Fire-Rescue Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist II, Laurie Platkin, at (954) 828-5138 or email at LPlatkin@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 solicitation. 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). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid 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 bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Division, 6th floor, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified 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 contractor.

04. PRE-BID CONFERENCE AND/OR SITE VISIT – N/A

05. ELIGIBILITY

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. PRICING/DELIVERY

Delivery is required within 30 business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

07. BID DOCUMENTS

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

08. METHOD OF AWARD

Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also 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.

09. PRICE VALIDITY

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB 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.

10. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 02/15 (GC) are included and made a part of this ITB.

11. 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.

12. CONTRACTORS' COSTS

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

13. RULES AND SUBMITTALS OF BIDS

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

14. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS – N/A

15. MANUFACTURER/BRAND/MODEL SPECIFIC REQUEST

This is a manufacturer/brand/model specification. No substitutions will be allowed.

16. WARRANTIES OF USAGE

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

17. **CONTRACT PERIOD**

The initial contract term shall commence upon date of award by the City, and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 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.

18. **COST ADJUSTMENTS**

Prices quoted shall be firm for the initial contract term of two (2) years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this ITB.

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 term 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 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.

19. **SERVICE TEST PERIOD**

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

20. **CONTRACT COORDINATOR**

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.
 Schedule and conduct Contractor performance evaluations and document findings.
 Review and approve for payment all invoices for work performed or items delivered.

21. **CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

22. **INVOICES/PAYMENT**

Payment terms will be considered to be net 45 days in accordance with the Florida Local Government Prompt Payment Act 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.

23. **PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

24. **RELATED EXPENSES/TRAVEL EXPENSES**

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

25. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

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. 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 30 days written notice.

26. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the 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 services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

27. **SUBSTITUTION OF PERSONNEL – N/A**

28. **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 ten 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 Division.

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 ITB 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 Division
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, FL 33301

29. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

30. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

31. INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS – N/A

32. BID SURETY – N/A

33. PAYMENT AND PERFORMANCE BOND – N/A

34. OWNERSHIP OF WORK – N/A

35. CONDITION OF TRADE IN OF EQUIPMENT – N/A

36. CONDITIONS OF TRADE IN SHIPMENT AND PURCHASE PAYMENT – N/A

37. 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 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.

38. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

39. DAMAGE TO PUBLIC OR PRIVATE PROPERTY – N/A
40. SAFETY – N/A
41. 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.
42. 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/lobbyist_ordinance.pdf.
43. 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/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.
44. VERIFICATION OF EMPLOYMENT STATUS – N/A
45. SAMPLE CONTRACT AGREEMENT
A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website: <http://www.fortlauderdale.gov/purchasing/AWARDS/CONTRACT%20TEMPLATE%20SERVICE%20060214.pdf>
46. SERVICE ORGANIZATION CONTROLS – N/A
47. LOCAL BUSINESS PREFERENCE
Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

<http://fortlauderdale.gov/home/showdocument?id=6422>

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

48. **PUBLIC RECORDS**

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

END OF SECTION

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**01. PURPOSE AND SCOPE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide Morning Pride Fire Protective Clothing (Bunker Gear) for the City's Fire Rescue Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

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

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.

02. MINIMUM QUALIFICATIONS / COMPLIANCE REQUIREMENTS

The proposed bunker gear shall meet the following criteria and requirements in order to be considered:

- A. The garment shall have a removable harness.
- B. The harness shall meet all the requirements as indicated in the technical specifications of this document.
- C. Specifications to include 2-tone Lime Reflexite Brilliance Trim
- D. Manufacturer shall meet the guaranteed 30 business day delivery requirement.

END OF SECTION

PART III – SPECIAL SPECIFICATIONS**01. ITEMS AND QUANTITIES**

Fire and Rescue with need a quantity of 50 for each of the following three (3) items.

A. BUNKER GEAR COATS/TAILS

LTOTOS62D	LTO Tail Outer Shell -7 osy PBI Max –Gold
LTOTTLB	LTO Tail Thermal Liner -7.4 osy Glide Ice 2 Layer
LTOTMBG	LTO Tail Moisture Barrier -5.5 osy Stedair 4000
IPLC	Std – Inspection Port Liner
LNDC	Std – Liner Detachable
LNSETTE	Std – SET Thermal Enhancement
PKTLSTD	Std – Liner Label Pocket
SATUPST-62D	Std – Take Up Straps – 2 Postman
RS-RRSAC	(R01) Std-Articulating Rapid Rescue Strap
TR-DSS	Std – Trim Double-Stitched
*TRC301M-RTL	Trim – (1) NFPA –lime 2-tone Brilliance (3")
LTBACK-62D	Back Patch – PBI Max – Gold
	<FT. LAUDERDALE>
LT312-RSL	12 -3" sewn letter –lime Brilliance
LTPS	Sewn periods
LTHEM-62D	Hem Patch – PBI Max – Gold
	FF LAST NAME (1 st INITIAL when specified) – avg. 7 letters
LT207-RSL	7 -2" sewn letter –lime Brilliance
PO-IC-FLFLAU	Integral Customization – Fort Lauderdale Dept
	- left sleeve
CLZV2-62D	(E10) 2" Velcro/Zipper Coat Closure
CCLTO-62D	(Q02) LTO Comfort Chinstrap
CCBLK	Black Knit Material on Comfort Chinstrap
LNDAPCE	Dead Air Panels Extended
CFCC-36B	Coat Cuffs –Advance Soft –Black
CFSHC-36B	Shingle Cuffs – Advance Soft – Black
PKHBLN-62D	Half Hi Bellows Pockets – PBI Max – Gold
	- 6" x 9" x 1.5"
PKBLC-V1	3 Vertical Strips Velcro on Flap/Full Velcro on Pocket
PKRCF-KV	Lined with Kevlar
PKMT-62D	Mic Tab – PBI Max – Gold
	- left chest
	- 0.5" x 2.5"
	Place 3" above Radio Pocket – 11:00 O'Clock Position
PKRCPT-62D	Large Hook on a Patch – PBI Max – Gold
	- right chest
	Place 1" above tab portion of SL-90
PKRD-62D	Radio Pocket – PBI Max – Gold
	- left chest
	- 8 x 3 2
PKRD-FN2	Notch Flap – Double Notches (both left & right)
PKSLC-62D	SL-90 Flashlight Clip – PBI Max – Gold
	- right chest
	Tab to be 2" x 2.5" – Placed directly above chest trim – Strap to be
	1" x 12" – Place directly below chest trim

PKUS-62D Undershield Pockets (2) – PBI Max – Gold
 WWSTLNLH-BLK Sub Wristlets –Long Hybrid with tabs –Nomex – black

Specifications with 2-tone Lime Reflective Brilliance Trim

B. PANTS

LTOPOS62D	LTO Pant Outer Shell -7 osy PBI Max – Gold
LTOPTLB	LTO Pant Thermal Liner -7.4 osy Glide Ice 2 Layer
LTOPMBG	LTO Pant Moisture Barrier -5.5 osy Stedair 4000
IPLP	Std – Inspection Port Liner
LNDP	Std – Liner Detachable
TR-DSSP	Std – Trim Double-Stitched
*TRP307M-RTL	Trim – (7) NFPA –lime 2-tone Brilliance (3")
CLNFV2HP	(J06) Narrow Fly -2" Velcro/Zipper – No Hook
CFAN-ARB	(O03) Angled Cuffs – Arashield – Black
CFPC-36B	Pants Cuff – Advance Soft –Black
KNBF-36B	BiFlex Heat Channel Knees – 36B
KNBFSA	Side Access Openings in SEWN on Knees
KNBFH-ARB	Horizontal Strips in BiFlex knees to be Arashield - Black
SATUP2-62D	Take Up Straps – 2 Postman – PBI Max- Gold
	Center between harness pant opening and top of bellows pocket
SATUP2-BHA	Take Ups with Belt Loops or Harness
PKBLP1-36B	Bellows Pocket (1) –Advance Soft – Black
	- left leg
	- 9 x 9 x 2
	- Raise pocket as high as possible
	- Stitched twice
PKBLPF1-62D	Bellows Pocket Flap (1) –Substitute PBI Max Gold
PKRPF1-KEV	Pocket (1) Fully Lined with Kevlar
PKTDIV-KV	Tool Divider – Kevlar
	- 6" high
	- place inside left bellows pocket at bottom on pant portion
	NOT on pocket
	- divide into 2 equal compartments
PKBLPUESF1-36B	Bellows Pocket (1) w/ Universal Escape System Adaptation
	- right leg
	- 9 x 9 x 2
	- Flap to be set at 5.5" below top of waist
	- Stitched twice
PKBLPUESF1-62D	Universal Escape System Flap – sub PBI Max -Gold
*TRVUES-RTL	Vertical Trim on pocket flap –lime 2-tone Brilliance (3")
	- Trim to be centered vertically on right pocket flap
*TRVUES-RTL	Vertical Trim on pocket flap –lime 2-tone Brilliance (3")
	- Trim to be centered vertically on right pocket flap
	- Place on the underside of the right bellows pocket flap
PKBLPF1-R	Pocket FLAP ONLY (1) Removable
	- Right pocket flap ONLY to be removable
PKBLPUES-N	"V" Notch & Velcro strap to be 1" wide on Universal Escape System
	- Strap to be 1" wide and moved to top of pocket
PKPENP-KEV	Pencil Pocket –Kevlar

	- inside left bellows pocket-pant
	- 6" x 3"
	- Place centered at bottom of tool pocket divider
OPSSA	Snap Style Suspender Attachment
RSHPLOWR-62D (H15)	Right/Left Spider Harness Pant Open- Lower Placement
	OS MATERIAL IS CORRECT
RSHRNSKVR-G	Right over Left Spider Harness Model G *N/A w/30" waist or less*
SPHBBSQI	Basic H-Back Suspenders w/ Snap Attach & Quick Adjust Install
SPP	Suspender Padding

*32 WAIST & LARGER

Specifications with 2-tone Lime Reflective Brilliance Trim

C. BAIL-OUT EQUIPMENT

For Escape System Pocket to be supplied with each gear set:

STERLING

*H-F4R4 F4

*F075AN0015

Descent Device (Red)

Escape Tech Rope 7.5MM x 50

*Sewn Eye – One End (Above Escape Rope to CMC NARS Hook)

CMC

*CMC-300161

*CMC-300981

Carabiner

NARS HOOK

END OF SECTION

PART IV – COMPLIANCE INFORMATION

The compliance information requested below is for evaluation of the materials or equipment to be supplied. Please respond to the technical requirements as detailed in this section of the RFP by checking off "YES" where your firm meets or exceeds requirement, function or capability of the Contractor's current product offering, and check off "NO" where your firm does not meet the requirement, function or have the capability to perform. If you have any variance(s) to the listed requirement, function or capability, please check off "MR" (Modified Requirement), explaining how, why, what the variance is, how you expect to meet the requirements stated. 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 represent every deviation (itemized by subheading and number) to the specifications. Many general requirements below are not a YES or NO answer, but need a response on how your product will work. A written explanation must be submitted (on an attached document) referencing the specific paragraph number and adequately defining the exception submitted. Product brochures and literature suitable for evaluation should also be submitted. For evaluation, the City will assume that any line left blank (with no response) will not be furnished as specified.

CONTINUED ON NEXT PAGE

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.1 - Certification and Warranty			
The manufacturer of the clothing shall certify that all materials and construction shall either meet or exceed all requirements set forth in the National Fire Protection Association Standard #1971, latest edition.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
All garments shall be tested and listed by Underwriter's Laboratories or Safety Equipment Institute (SEI). A current copy of the manufacturer's UL or SEI certification listings should accompany proposal.			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
A lifetime warranty covering defects in workmanship and materials (including hook and loop) for the normal useful life of the garment, as long as it is cared for in accordance with NFPA 1851, should be provided.			
C. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Warranty of the moisture barrier should be for a minimum of three years and should cover leakage directly attributed to normal wear in the structural firefighters line of duty. A copy of all warranties should be included with the proposal package. Failure to submit warranties and or warranties that don't meet the requirement of this specification may cause said manufacturer to be removed from consideration. All costs associated with repair or replacement of a garment under warranty shall be the responsibility of the vendor including shipping costs.			
D. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.2 - Labeling Requirements			
Labels should be permanently and integrally printed onto materials that meet all the requirements for labels of NFPA Standards 1971 (latest revision).			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
The garment should be clearly labeled to fully identify the material content of every layer-outer shell, moisture barrier, and thermal liner. In addition, each separable layer of garment should be labeled with the Fire and Emergency Manufacturers and Services Association (FEMSA), (copyrighted) warning label in an obvious location.			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.3 - Care Instruction			
<p>The successful manufacturer should provide the FEMSA (copyrighted) Official User Information Guide. This material should be packaged with each garment along with a summary sheet describing garment specifications, sizing and production details. This written information is to be in complete compliance with all NFPA guidelines. Topics to include but not necessarily limited to: User Cautions, Cleaning Instructions, doffing and donning instructions, maintenance criteria, repairs/customer changes, warranty information, size, fit and protective overlap requirements, safety considerations, storage conditions, decontamination considerations, retirement considerations, etc.</p> <p>A. Does your proposal comply with this requirement?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
4.4 - Traceability Program			
<p>Successful proposal manufacturer should provide a bar code system on the bunker gear (each of its 2 removable layers) that is interleaved 2 of 5 containing at a minimum individual serial numbers for tracking purposes.</p> <p>A. Does your proposal comply with this requirement?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>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 garment label <u>and</u> on other protected areas of the garment.</p> <p>B. Does your proposal comply with this requirement?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>The selected manufacturer should have in place a computer maintained traceability software program (to be provided at no cost to customer) that allows the assignment of a production control number to each garment and traceability from that production control number down to individual bolts of cloth used in all three layers of the garment composite construction.</p> <p>C. Does your proposal comply with this requirement?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
<p>Samples of software reports should be included with proposal response. Provide software in CD format that can be loaded onto a PC and utilized with a handheld scanner unit (supplied at no cost to Fort Lauderdale Fire Rescue by the vendor), which incorporates a bar code reader. The handheld unit would sync with the PC via USB cable.</p> <p>D. Does your proposal comply with this requirement?</p>	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
Vendor shall provide onsite training (8 hour minimum at no charge) of the software set up, system operation and hand held unit function.			
E. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.5 - Outer Shell Material			
The outer shell shall be constructed of PBI Max material.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.6 - Moisture Barrier Material			
The moisture barrier shall be Crosstech Type 2F			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Moisture barrier should be installed in the garment between the outer shell and thermal liner. Systems that leave thermal liner unprotected against fire ground liquids and other contaminants are not acceptable			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.7 - Thermal Liner Material			
Thermal liner shall be comprised of Glide TM high - lubricity.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.8 - Thermal, Moisture Barrier Construction			
Both moisture barrier and thermal liner should be stitched together by stitching, turning and then top stitching, to create a self-binding edge.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
An inspection port, secured with hook and loop, zipper, or other fasteners, should be provided in the lower hem area of the coat and in the fly or waist areas of the pants to allow the entire interior of the moisture barrier / thermal liner assembly to be inspected in the field for wear and burned spots without disturbing any stitching.			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Elbows and knees should be provided with a minimum of one (1) additional layer of thermal liner padding.			
C. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
Liner should be securely attached to the outer shell in a way to ensure that accidental separation of the components cannot occur. Thermal liner and moisture barrier in both coat and pants should be completely removable for maintenance and cleaning.			
D. Does your proposal comply with this requirement?			
4.9 - Stitching			
All stitching in the garments herein described shall be of a size and type sufficient to meet or exceed all the seam requirements of the most current edition of the NFPA 1971 standard. All areas with Velcro shall have reinforced stitching.			
A. Does your proposal comply with this requirement?			
All seams of moisture barrier shall be sealed with waterproof tape to meet NFPA water penetration requirements. All reinforcements at points of strain should be accomplished with bar tacks. Rivet reinforcement shall not be acceptable. There shall be no raw edges allowed in any uncoated fabrics.			
B. Does your proposal comply with this requirement?			
4.10 - Sizing			
Garments should be available in custom coat chest (in 2" increments), sleeve (in 1" maximum increments) and pants waist (in 2" maximum increments) and inseam (in 2" maximum increments) sizes.			
A. Does your proposal comply with this requirement?			
A full range of woman's sizing (on woman's patterns) should also be available. Sleeve lengths should be graded according to chest size and should be adjusted as necessary for unusually long or short arms. Small, medium, large, and extra large sizing and women's garments cut to men's patterning will not be considered acceptable since proper fit facilitates mobility and minimizes stress.			
B. Does your proposal comply with this requirement?			
4.11 - Flammability & Breathe Ability of Constituent Materials			
All materials used in the manufacturing of the turnout gear shall meet all requirements as outlined in the most current edition of the NFPA 1971 standard.			
A. Does your proposal comply with this requirement?			

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.12 - General Coat Construction Requirements			
The body of the coat should be constructed of a minimum of three separate panels in all layers, outer shell, moisture barrier and thermal liner, to better provide the wearer with a stress-reducing tailored fit.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
The protective garments should be coats and trousers that have been designed and constructed to provide adequate coat/trouser overlap of all three layers (outer shell, moisture barrier, and thermal barrier) to protect the wearer when bending, crawling, or stretching as required by the current edition of NFPA 1500, Standard on Fire Department Occupational Safety and Health Program.			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.13 - Collar			
Collar layered construction, consisting of a layer of moisture barrier material and another layer of NFPA approved insulating material, sandwiched between two layers of specified outer shell material and at least 3" high. Each collar should be graded to individual coat sizes			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.14 - Chinstrap			
Chinstrap layered construction shall meet NFPA requirements. The collar design should ensure full interface closure of the collar, chinstrap and coat front closure/storm flap (internal material black knit) in order to pass the whole garment watertight integrity test.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Chinstrap must also interface with SCBA air masks and not hinder movement of the head. This is to insure that bunching up of material will not break the air mask seal.			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.15 - Sleeves			
Sleeves should be full cut to allow for a full range of motion. No jacket rise or shoulder pull.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.16 - Coat Wristlets			
Wristlets should be a two-ply black Nomex Knit. There should be a thumb tab provided for the thumb.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Wristlets should be attached directly to the thermal barrier/ moisture barrier liner assembly.			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Wristlets should be sewn to a waterwell forming a barrier between the wristlet and the sleeve.			
C. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
The wristlets and waterwells configuration should prevent water and debris from entering between the outer shell and the liner when the arms are raised.			
D. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.17 - Front Closure			
Closure should be a four (4) inch minimum storm shield lined with moisture barrier. Outer closure should be at least 1.5" Hook & Loop, with high temp nylon vislon zipper.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.18 - Front Closure Protective Overlap			
The coat front closure should be constructed with materials and a design to prevent liquid entry during the NFPA watertight integrity test.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.19 - Pockets			
Two (2) pockets should be constructed of outer shell material and should be placed on the front of the coat so that utilization of the pocket is not inhibited when wearing an SCBA.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
Pocket Flaps should be secured with hook and loop fasteners.			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
Pockets should be 100% interior reinforced with Kevlar knit material or equivalent. Grommets should be provided in pocket bottoms.			
C. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
One (1) radio pocket should be provided, securely sewn to the left side of chest area (as worn), constructed of outer shell material and lined with moisture barrier material. The radio pocket should be at least 8" x 3" x 3". The flap shall be double notched for mic cord and secured with hook and loop fastener. A grommet should be provided in pocket bottom. Directly above the radio pocket approximately 3" should be a tab of outer shell material affixed on a 45 degree angle of ¼" dimension that will be used to hold a portable radio cord microphone.			
D. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.20 - Reflective Trim			
Trim should consist of at least 3" Reflexite, Lime two tone Brilliance arranged in an NFPA approved pattern, as determined by Fort Lauderdale Fire Rescue, on the coat. Reflexite, Lime two tone Brilliance must be new laminated style that meets the requirements set forth in NFPA #1971, latest edition.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
There should also be provided a back patch located on the back of the coat at the lowest point, so not to be covered up with the SCBA. This patch should have 3" Reflexite, Lime two-tone Brilliance letters for the firefighter's last name. If space does not permit the use of 3" letters, 2" letters are acceptable.			
B. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
There should also be a back patch located on the back of the coat placed right below the drag rescue device, so as not to be covered up with the SCBA. This patch should have 3" Reflexite, Lime two tone Brilliance letters in an arched pattern that read: Ft Lauderdale. Lock stitching to be used in order to secure lettering, patches and trim. Chain stitching will no be allowed. Perforated trim will not be allowed.			
C. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.21 - Thermal Enhancements			
<p>In order to provide a high level of thermal protection in the shoulder, upper chest/back, and arm area, a continuous thermal insulating system to provide additional insulation, should be provided. This additional thermal enhancement should be capable of providing a Conductive Compressive Heat Resistance (CCHR) of at least 35 (wet) and 40 (dry) on 3 consecutive tests of the same material swatch. Manufacturers must submit documentation verifying this enhancement and its required performance with their proposal. This specified performance criteria for thermal enhancements in these areas exceeds NFPA 1971 minimum requirements and is being specified to make sure any new gear provides at least the same level of protection as currently specified and worn by the Department. As such any designs submitted for consideration shall be accompanied by laboratory tests data results performed within 6 months prior to the date of submission. Tests shall have been performed by an ISO 17025 Accredited, UL Authorized, Client Test Data Program Laboratory, or at UL.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.22 - Flashlight Holder			
<p>A system designed to hold a right angle personal flashlight should be provided on the right side front of the coat. The flashlight should attach with a reverse hook securely riveted to the front of the coat. Directly underneath the reverse hook should be a fully velcroed Hook & Loop strap of at least 1" x 12" mounted approximately 10" down from the centerline of the shoulder area, and as close to the storm flap as possible. The strap should be securely sewn to outer shell material. This system should be placed in such a fashion as to not interfere with the SCBA shoulder straps.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.23 - Drag Rescue Device			
<p>Manufacturer shall supply an NFPA required and certified drag rescue device with each coat. The drag rescue device should be longer than 100" and graded to size. The drag rescue device should form a loop around the shoulders and exit the coat so as to not interfere with SCBA straps or units.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.24 - Bail-Out System Components			
<p>The following items shall be supplied with each set of bunker gear</p> <ul style="list-style-type: none"> • Sterling HWF4R Red Descent Device • Sterling Escape Tech Rope 7.5MMx50 F075AN0015 – sewn eye to CMC NARS Hook listed below • Sterling ¾" Ziplink Tether 12" SW190NYZL012 • CMC NARS Flash Hook 300980 • CMC ProTech Aluminum Key-Lock Carabiner 300161 			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.25 - Visual Inspection Port			
<p>The thermal liner system should incorporate an inspection port to allow for field inspection of the internal condition of the moisture barrier membrane, seam ceiling and thermal insulation layer/quilt stitching.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.26 - Pants Construction			
<p>The pants should be of traditional waist high construction. Bib style, high back style or high waist pants patterning shall not be acceptable because of increased stress inherent in these designs. All pants should be constructed of a tailored and patterned design to provide maximum flexibility and mobility, while reducing wearer stress in normal firefighting conditions.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.27 - Pants Specifications, General Information			
<p>The pants to be supplied under the terms of this proposal shall be manufactured by the same company that constructs the coats.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.28 - Pants Pockets			
<p>Pants should be provided with two (2) bellows cargo pockets, fully lined with twill Kevlar material, or equivalent, for protection of items carried within and for additional reinforcement. Dimensions of these pockets should be at least 10" wide, 10" high with 2" bellows expansion. Closure should consist of hook and loop material. Left pocket shall have a Kevlar tool divider. Right leg pocket shall have universal escape pack adaption. Drainage grommets should be provided in pocket bottom.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.29 - Waist Take-Up Straps			
Two fully adjustable take up straps should be provided on the sides of the waistband to properly and quickly adjust the waist for snug fit.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.30 - Thermal & Enhanced Knee Protection			
<p>The knee area should be provided with increased thermal protection consisting of one layer of black Arashield or Steadshield material covering multiple layers of batt insulation providing a Conductive Compressive Heat Resistance (CCHR) of at least 80 (both wet and dry) on 3 consecutive tests of the same material swatch. Manufacturers are to submit documentation verifying this enhancement and its required performance with their proposal. This specified performance criteria for thermal enhancements in these areas exceeds NFPA 1971 minimum requirements and is being specified to make sure any new gear provides at least the same level of protection as currently specified and worn by the Department. As such any designs submitted for consideration shall be accompanied by laboratory tests data results performed within 6 months prior to the date of submission. Tests shall have been performed by an ISO 17025 Accredited, UL Authorized, Client Test Data Program Laboratory, or at UL. There shall be a two inch sewn side access opening on each knee pad (both sides).</p> <p>The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of black poly-coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner. For additional extended thermal protection, two layers of uninterrupted 1/8" thick, fire retardant closed-cell foam and one layer of silicone shall be also be positioned between the reinforcement layer and outer shell. Black polymer coated aramid to cover the knee.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.31 - Reverse Boot Cut			
The rear portion of the bottoms of each leg should be higher than the front of the leg hem in a reverse boot cut design.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.32 - Reflective Trim			
The pants are to have one 3" band of Reflexite, Lime two tone Brilliance trim around each leg at lower calf area. Perforated trim will not be acceptable.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.33 - Internal Escape Harness Support System			
Pants should be designed to allow an NFPA 1983 class 2 safety harness to be installed with the majority of the harness on the interior of the pants (between the outer shell and the thermal liner\moisture barrier). The harness should include an "A" frame type system that allows for constant attachment of a personal escape system by means of a floating D ring affixed to the "A" frame. There shall be retaining tabs to secure harness.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
The harness should allow for the wearer to don the pants and fasten the harness with only one connection point. An additional connection point or zipper for closure of the fly of the pants should be allowed. The pants should include openings in the outer shell on the front to allow the harness closure system to be accessed from the outside of the pant.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.34 - External Escape Harness			
The garment shall also be capable of utilizing a Heat Resistant Escape Belt as outlined in NFPA 1983 latest revision. Both types (internal and external Harnesses are to be supplied with each set of gear.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.35 - Escape Harness			
An NFPA 1983 certified class 2 safety harness with "A" frame and attachment point as noted above should be provided with each set of pants ordered by Fort Lauderdale Fire Rescue. The harness itself must be capable of providing an attachment point for an after-market bag system designed to carry the components of a personal escape system that is kept in the right pant pocket. In addition, the harness must be removable from the pants for inspection, replacement, cleaning, etc.			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
<p>If the harness is not capable of providing an attachment point, the manufacturer should be able to provide a lateral lumbar pouch sewn into the pants capable of carrying and deploying the personal escape system.</p> <p>A. Does your proposal comply with this requirement?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
4.36 - Visual Inspection Port			
<p>The liner system of the pants should incorporate an inspection port to allow for field inspection of the internal condition of the moisture barrier membrane, seam ceiling and thermal insulation layer/quilt stitching.</p> <p>A. Does your proposal comply with this requirement?</p>	<input type="checkbox"/>	<input type="checkbox"/>	
4.37 - Suspenders			
<p>Unless the suspenders are an integral part of the pants or harness system, manufacturers will be required to supply one set of suspenders, Adjustable, padded, H Back button less connection, at no additional charge. Pricing of pants shall be based on the inclusion of either the integral suspender system or the suspenders specified by Fort Lauderdale Fire Rescue.</p> <p>A. Does your proposal comply with this requirement?</p>	<input type="checkbox"/>	<input type="checkbox"/>	

**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 Division. 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), Request for Qualifications (RFQ), 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 45 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 one hundred twenty (120) 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.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.08 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.

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.

1.10 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.

1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications 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, Bidders 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 Division immediately. Such notification must be received by the Procurement Services Division 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 cashier's 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/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 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 DIVISION (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 Division 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 Safety Data Sheet (SDS).
- 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 attorney's 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 Auditor or designee, 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 them 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.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

5.22 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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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.

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CONTRACT PAYMENT METHOD BY P-CARD**THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

☐ Master Card

☐ Visa Card

Company Name:

Name (Printed)

Signature

Date:

Title

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LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

is a **Class A** Business as defined in City ofFort Lauderdale Ordinance No. C 12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(1)
Business Name

is a **Class B** Business as defined in the City ofFort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2)
Business Name

is a **Class C** Business as defined in the City ofFort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(3)
Business Name

requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(4)
Business Name

requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5)
Business Name

is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

(6)
Business Name

BIDDER'S COMPANY:

AUTHORIZED COMPANY PERSON:	<input type="text"/>	<input type="text"/>	<input type="text"/>
	NAME	SIGNATURE	DATE

BID/PROPOSAL CERTIFICATION

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

If you are a foreign corporation, you 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/>).

Company: (Legal Registration) III

Address:

City: III

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 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE cbc WBE cbc

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

Addendum No.

Date Issued

Addendum No.

Date Issued

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Date:

Signature

Title

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COMPLIANCE INFORMATION ON MATERIALS AND EQUIPMENT

DESCRIPTION	YES	NO	MR-MODIFIED REQUIREMENT
4.24 - Bail-Out System Components			
<p>The following items shall be supplied with each set of bunker gear</p> <ul style="list-style-type: none"> • Sterling H-F4R4 F4 Red Descent Device • Sterling Escape Tech Rope 7.5MMx50 F075AN0015 – sewn eye to CMC NARS Hook listed below • CMC NARS Flash Hook 300981 • CMC ProTech Aluminum Key-Lock Carabiner 300161 			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.25 - Visual Inspection Port			
<p>The thermal liner system should incorporate an inspection port to allow for field inspection of the internal condition of the moisture barrier membrane, seam ceiling and thermal insulation layer/quilt stitching.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.26 - Pants Construction			
<p>The pants should be of traditional waist high construction. Bib style, high back style or high waist pants patterning shall not be acceptable because of increased stress inherent in these designs. All pants should be constructed of a tailored and patterned design to provide maximum flexibility and mobility, while reducing wearer stress in normal firefighting conditions.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.27 - Pants Specifications, General Information			
<p>The pants to be supplied under the terms of this proposal shall be manufactured by the same company that constructs the coats.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	
4.28 - Pants Pockets			
<p>Pants should be provided with two (2) bellows cargo pockets, fully lined with twill Kevlar material, or equivalent, for protection of items carried within and for additional reinforcement. Dimensions of these pockets should be at least 10" wide, 10" high with 2" bellows expansion. Closure should consist of hook and loop material. Left pocket shall have a Kevlar tool divider. Right leg pocket shall have universal escape pack adaption. Drainage grommets should be provided in pocket bottom.</p>			
A. Does your proposal comply with this requirement?	<input type="checkbox"/>	<input type="checkbox"/>	

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Question and Answers for Bid #872-11923 - Fire Protective Clothing - Bunker & Bail-Out Gear

Overall Bid Questions

Question 1

Can a Company only Bid on the Bail-Out Equipment only? (Submitted: Jul 16, 2017 12:22:00 PM EDT)

Answer

- Yes (Answered: Jul 17, 2017 11:31:51 AM EDT)

Question 2

There is a difference in the listed equipment for the bailout system in the word doc specification and the Bunker Gear Questions, which one do we bid? (Submitted: Jul 24, 2017 2:31:14 PM EDT)

Answer

- Section III Part C is correct. A new page 27 of Questionnaire (Addendum 1) has been uploaded. Please replace page 27 of solicitation with Addendum 1. (Answered: Jul 24, 2017 4:39:26 PM EDT)

Question 3

Question 3 on Overall Bid

Can bid the requested items in the Bail Out system then also offer an equivalent alternative ? (Submitted: Jul 24, 2017 3:10:42 PM EDT) (Submitted: Jul 24, 2017 3:58:39 PM EDT)

Answer

- No (Answered: Jul 24, 2017 4:23:30 PM EDT)

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