



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

September 30, 2016

Via: Email transmission, dnummela@ten8fire.com
info@ten8fire.com

Ten-8 Fire Equipment, Inc.
Attn: Mr. David Nummela, Sales Representative
2904 59th Avenue Drive East
Bradenton, FL 34203

Subject: Notice of Award
ITB No. 2016-307: Annual Contract for Turn-Out/Bunker Gear for Fire Fighters

Dear Mr. Nummela,

You are hereby notified that your firm has been awarded ITB No. 2016-307, Annual Contract for Turn-Out/Bunker Gear for Fire Fighters on an as needed basis, in accordance with the unit prices for the total amount of **\$20,637.60**, in accordance with the terms and conditions specified therein.

Please send the "Certificate of Insurance" which reflects all types and levels of coverage as noted in the ITB. The insurance certificate must also have printed in the "Remarks" box, words to the effect: "*The City of Stuart is an additional insured*". The City requests that the insurance certificate lists the project number and the project name, ITB# 2016-307, Turn-Out/Bunker Gear for Fire Fighters to the Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994.

The initial contract period will be for one year, effective on October 1, 2016 through September 30, 2017, with 2 one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at ldarden@ci.stuart.fl.us or call me at (772) 288-5308.

Sincerely,

Lenora Darden
Procurement Manager
City of Stuart, Florida

c: 2016-307 ITB File
Dave Dyal, Fire Chief



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

MEMORANDUM

To: Lenora Darden, Procurement Manager
From: Alaina Knofla, Procurement Specialist
Date: September 29, 2016
Subject: Recommendation of ITB #2016-307: Annual Contract for Turn-Out/Bunker Gear for Fire Fighters

Attached are the 2016 fiscal budget and the department's recommendation for the above referenced project. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and where the vendor was selected in accordance with the City Procurement Ordinance.

This solicitation was disseminated to 3 suggested suppliers. Out of 137 notified suppliers, 27 planholders received the bid, one (1) responsive bid and one (1) alternate bid was submitted by 2:30 pm on the ITB opening date, September 21, 2016. Staff has reviewed the bid and recommends award, at the unit prices specified, to the lowest responsive and responsible bidder in compliance with the specifications to Ten-8 Fire Equipment, Inc. of Bradenton, Florida.

Please review the attached documentation and signify by signature below your determination of award, request for further information or recommended rejection of all bids.

Should you have any questions or if I might be of further assistance please call me at ext. 5320 or contact me by email at aknofla@ci.stuart.fl.us.

Award ITB 2016-307, Annual Contract for Turn-Out/Bunker Gear for Fire Fighters with Ten-8 Fire Equipment, Inc. of Bradenton, Florida, to the lowest **responsive** and responsible bidder in the amount of \$20,637.60.

Further information is required

Recommend all bids be rejected



Lenora Darden, Procurement Manager

9/29/16
Date



City of Stuart
121 SW Flagler Avenue
Stuart, FL 34994
Department of Financial Services

Lenora Darden
Procurement Manager

Procurement & Contracting Services Division
772.288.5320 PHONE

772.600.0134 FAX
purchasing@ci.stuart.fl.us

INVITATION TO BID

FOR: Annual Contract for Turn-Out/Bunker Gear for Fire Fighters

DATE: September 7, 2016

DEPT: Public Works

BID NUMBER: 2016-307

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 21st day of September, 2016.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Ten (10%) Bid bond, if required, shall accompany each bid of \$50,000 or more as evidence of the good faith and responsibility of the bidder in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name DAVID NUMMELA
Company Name TEN-8 FIRE EQUIPMENT, INC.
Street Address 2904 59TH AVENUE DRIVE EAST
City, State, Zip BRADENTON, FL 34203

Total Amount \$20,637.60

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than seven (7) days prior to the bid opening date.

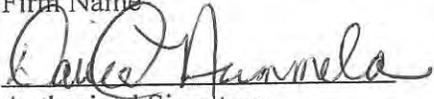
Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 **All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 **All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above.** Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Procurement Office, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone# (772) 288-5320, Fax# (772) 600-0134, and email purchasing@ci.stuart.fl.us.**

A2 BID SIGNATURE SECTION

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions from the time of the issuance of the solicitation or advertisement through award recommendation posting, unless otherwise set forth in a solicitation. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 Failure to comply with these instructions may result in disqualification of your bid.**

<u>TEN-8 FIRE EQUIPMENT, INC.</u>	<u>9/20/2016</u>	<u>INFO@TEN8FIRE.COM</u>
Firm Name	Date	Email Address
	<u>800-228-8368</u>	
Authorized Signature (Manual)	Telephone Number	

<u>DAVID NUMMELA SALES REPRESENTATIVE</u>	<u>941-756-2598</u>
Name/Title (Please Print)	Facsimile Number

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: purchasing@ci.stuart.fl.us, and Fax # (772) 600-0134.

B. GENERAL PROVISIONS

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. **Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
 - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (~~1%~~) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price.
- B3. **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. **Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the successful bidder, no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. **Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
 - B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or it's using Department.
- B9. **Changes:** The City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
- B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.
- B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor

received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement. In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve as the contract.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City without obtaining prior written approval of the City of Stuart. If a vendor subcontracts any portion of a contract for any reason, he must include, in writing the name and address of the subcontractor, name of the person to be contacted including telephone number and extent of work to be performed. **This information is to be submitted on Attachment F, Subcontractors List.** If vendor should need to change subcontractor information, changes are subject to the approval by the City. The City of Stuart reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** The City reserves the right to request documentation of Contractor's compliance with standards and regulations to include, but not be limited to: OSHA, required employee safety & health training, written safety and health programs. Contractor services shall also comply with all applicable federal, state and local requirements, including but not be limited to, Florida Department of Environmental Protection (FDEP). The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B25. **Public Records:** In compliance with F.S. 119.0701 the Professional shall:
Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action

Note: 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 office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or cwhite@ci.stuart.fl.us , City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

In compliance with F.S. 119.0701 the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- C. 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 the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

C. SPECIAL PROVISIONS

- C1. **Intent:** The purpose of this bid is to seek a qualified vendor to furnish and deliver Personal Protective Equipment, for Structural Fire Fighting (aka: Bunker Gear), for the Fire Rescue Services as described herein, and in accordance with the terms and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
 - A. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
 - B. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
 - C. Completion and submission of Questionnaire attached herein.
- C3. **Subcontracting:** It is the intention of this ITB not to subcontract any work. This section supersedes Item B20.
- C4. **Competency of Bidders:** Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein.

- C5. **Background Information:** The City reserves the right, before awarding the Contract to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City.
- C6. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.
- C7. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.
- C8. **Alternatives/Approved Equal/Deviations:** Except as provided below, each bidder represents that their bid is based upon the materials described in the bidding documents.

No substitutions for other material will be considered unless a written request has been submitted to the City's Procurement Division for approval at least ten (10) days prior to the date for receipt of bids. Each such request shall include a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or information necessary for a complete evaluation. The proposed substitution shall be outlined alongside of the specified item comparing each attribute of both products and shall fully describe any additional requirement that would need to be made by the City, if the substituted item was accepted as an equal.

Compliance to the NFPA Standard is required, including the drag rescue device. Therefore specifications are based on a particular level of performance required to be responsive to this Invitation to Bid.

If any bidder is unable to obtain written approval of any substitution from the City prior to the ITB closing date, then bidder shall base their bid on the exact items specified.

Requests for any substitutions not submitted in accordance with the above instructions will be denied by the City.

If the City approves any proposed substitutions, such approval will be set forth in an addendum.

City of Stuart shall make all determinations of equipment equivalence, suitability of goods and/or performance, and compliance with specifications. Those determinations shall be final.

- C9. **Warranties:** The awarded bidder hereby acknowledges and agrees that all materials supplied, in construction of the personal protective equipment proposed by the vendor in conjunction with this solicitation shall be new, and warranted for their merchantability, and fit for the purpose intended. In the event any of the materials supplied to the City by the awardee are found to be defective or do not conform to the specifications: (1) may be returned to the contractor at the contractor's expense, and the contract may be cancelled or (2) The City may require the vendor to replace the materials at the vendor's expense. A full manufacturer's lifetime warranty against defects and workmanship shall be included as part of the submittal response.
- C10. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days.
- C11. **F.O.B. Point:** 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). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase order to the Stuart Fire/Rescue Department, 800 Martin Luther King Jr. Boulevard, Stuart, Florida.
- C12. **Delivery:** Delivery is required within 3 to 5 weeks after receipt of order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation.
- C13. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C14. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C15. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C16. **Attachments:** There are four (4) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:

Attachment A	Questionnaire / References
Attachment B	Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document.
Attachment C	Bidder's Checklist
Attachment D	Statement of No Bid

D. AWARD OR REJECTION OF BIDS

- D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest overall bid. The purchase order will serve as the contract and notice to proceed.
- D2. **Method of Award:** The City reserves the right to award to a single vendor on an all or none basis. Bidders are required to bid all items requested with consideration to technical specifications. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non-responsive and rejected.
- D3. **Modifications:** Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder's response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - B. The reputation, judgment and experience of the bidder.
 - C. The quality of performance of previous contracts or services including previous performance with the City.
 - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - E. Financial resources of the bidder to perform the contract or provide the service.
 - F. Ability to provide future maintenance and service for the use of the subject of the contract.
 - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

- D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.
- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the approving authority. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
- C. **Contract Amendment:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. 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/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor..
- D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. Fire Rescue may order requirement(s); Pants and Coats inclusive of other requirements as specified in the technical specifications, on an "as needed" basis. All terms, conditions and prices of this quote are applicable. Only awarded bid items may be purchased on the blanket purchase order. Vendor is to take all necessary steps to insure this requirement. Invoices must reference purchase order number.
- D9. **Quantities:** The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

D10. **Performance Evaluation:** Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified with the bid and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

E. SCOPE OF SERVICE

E1. **General Information:** The City of Stuart is seeking bids from qualified firms to provide Personal Protective Equipment, for Structural Fire Fighting (Bunker Gear), for the Fire Rescue Services, Support Services, to be used by the City's 39 Firefighters.

The awarded bidder shall possess all necessary labor, supplies, equipment and materials, to provide personal protective equipment under this solicitation that meets or exceeds the minimum design and materials general specification criteria provided herein, to the City of Stuart Fire Rescue Services Fire Fighters total protection to the upper and lower body.

The intended use of the proposed equipment is for situations where there is a fire, threat of fire or where certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, and emergency medical operations, as defined by NFPA 1971, National Fire Protection Association (NFPA) Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting (hereafter referred to as NFPA 1971).

All items to be purchased under this solicitation shall be in accordance with NFPA 1971, most current edition, and all other governmental standards, to include, but not limited to, those issued by the National Fire Protection Association (NFPA), the Occupational Safety and Health Administration (OSHA), and the National Institute of Occupational Safety Hazards (NIOSH). 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 requirement shall apply.

Vendors may list any additional standard features over and above what was specified, and inclusive in the pricing quoted.

E2. **Measuring, Fittings And Alterations:** The awarded bidder shall be responsible for providing all necessary labor and materials to accurately measure and fit firefighters for all bunker gear purchased under this solicitation, onsite at the City within 10 days of notification, including, but not limited to current firefighters and new hires, assuring proper fit of personal protective equipment. Awarded bidder will also be responsible for executing necessary alterations for bunker gear not delivered as ordered. Training may be requested for City of Stuart Fire Rescue Service Support personnel in measuring of personal protective equipment (bunker gear) to assure proper fit; in event the awarded bidder is delayed or unavailable. All costs associated with measuring/fitting or alterations shall be borne by the awardee, including any shipping charges.

- E3. **Description of Applicable Standards:** Equipment and work performed must be in compliance with the following standards in their active versions of the date of the ITB.

<u>Standard</u>	<u>Title</u>
ASTM D 6193-97	Standard Practice for Stitching and Seams
NFPA 1500	Standard on Fire Department Occupational Safety and Health Program
NFPA 1851	Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles
NFPA 1971, 2013 Edition (and any subsequent updates)	Standard on protective Ensemble for Structural Fire Fighting including the drag rescue device.

- E4. **Technical Specifications:** These specifications are based on a particular level of performance required to be responsive to this ITB. Vendors will describe how they comply with the specifications below:

FEATURES	TECHNICAL SPECIFICATIONS	COMPLIANCE
COAT		
Color	Natural Gold	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Thermal Liner	Caldura SL2i 7.6 oz. (Tencate)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Moisture Barrier	Stedair 4000 5.5 oz	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Outer Shell	<p>Gemini XT – PBI/Kevlar</p> <p>The Moisture Barrier/Thermal Liner shall be secured to the Outer Shell of the coat at the collar by Velcro hook and loop. The Velcro material shall be no less than 1.5” wide.</p> <p>The Moisture Barrier/Thermal Liner shall be secured to the Outer Shell of the coat by 5 or more heavy duty snaps down each side of the coat (5 each side).</p> <p>Sleeves of the Liner will be secured to the Outer Shell by 2 or more heavy duty snaps at the cuff on each sleeve.</p> <p>There shall be 2 heavy duty liner retention snaps to secure the bottom of the Liner to bottom of the Outer Shell.</p>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Closure	<p>Inner zipper shall be black oxide anticorrosive protective coating and be no smaller than #10.</p> <p>Outer closure will also have a Velcro (hook and loop) closure. The Velcro material shall be no less than 1.5” wide.</p> <p>The collar of coat will close and be secured at the neck with Velcro (hook and loop). The Velcro will be no less than 1.5” x 3”.</p>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

FEATURES	TECHNICAL SPECIFICATIONS	COMPLIANCE
COAT (Cont'd)		
Trim	<p>Total square inches of trim will not be less than the NFPA Standard. The trim material will be 3" 3M Scotchlite Triple Trim lime/silver or equivalent (vendor to specify how their material is equivalent). The trim shall be sewn in a "Project Fire Design" as described below.</p> <p>One 3" strip shall be sewn around the hem of coat. Two 3" strips sewn around each sleeve – one just above the sleeve cuff and one around the upper arm. One 3" strip shall be sewn on the front two body panels at the chest area. Two parallel 3" strips shall be sewn vertically extending from the hem to the yoke area on each side of the back panel. All trim shall be secured to the shell with four rows of lock stitching – no exceptions.</p> <p>STUART - will be sewn on the upper 3rd of the back of the Coat using 3" letters of 3M Scotchlite Triple Trim Lime reflective material.</p>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pockets	<p>Two Semi-Bellows Hand warmer pockets – measuring 8"x9"x2" will be attached to the lower front panel of each side of coat. Pockets shall be reinforced with 100% Kevlar on the full lower half of the inside of the pockets. Two rust resistant brass drainage eyelets shall be installed in the bottom of each pocket.</p> <p>One Radio pocket shall be attached to the left chest. The pocket shall measure 7"x 3.5"x 2". An antenna notch will be on each side of the pocket flap. The flap of the radio pocket will be secured with Velcro hook and loop closure. One rust resistant brass drainage eyelet shall be installed in the bottom of the pocket.</p>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other Required Features	<p>Flashlight Retention Strap – A Survivor Flashlight Holder with Clip will be attached to the right chest.</p> <p>The coat shall have a pleated back for freedom of movement.</p> <p>The coat shall have an ergonomic elbow break for increased range of motion.</p> <p>The coat shall have a Knit Wrist Reinforcement of Nomex with thumb hole for each sleeve.</p> <p>Sleeve cuffs shall be reinforced with PCA -- Polymer-coated Aramid.</p> <p>Elbow pads shall be PCA -- Polymer-coated Aramid. Elbow and knee pads will be of the same material in the ensemble.</p> <p>A 1" X 2" "Mic Clip", constructed of Outer Shell Material shall be sewn in the center of the coat – on the closure flap – located 2" higher than the radio pocket.</p> <p>Name Panel – A removable, drop down name panel shall be attached to the bottom/back of the Outer Shell of the coat. The panel shall be made of Outer Shell material and be attached with Velcro (hook and loop) material and no less than 4 heavy duty snaps. The firefighter's name will be sewn to the panel using 2" letters of lime/silver reflective material. An additional 2" wide strip of 3M Scotchlite Triple Trim Lime reflective trim (or equivalent material) shall be sewn horizontally across the bottom of the panel.</p> <p>A Liner Inspection Opening shall be installed. The opening will be located at the bottom of the liner and shall be no less than 10" wide. The opening will be secured with a Velcro (hook and loop) closure. The Velcro material shall be no less than .75" wide.</p> <p>A Drag Rescue Device (DRD) meeting NFPA specifications shall be installed in the coat. The vendor shall provide a detailed description of the DRD.</p> <p>All labels shall be sewn to the liner and outer shell. Adhesive alone is not acceptable.</p>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

FEATURES	TECHNICAL SPECIFICATIONS	COMPLIANCE
PANTS		
Color	Natural Gold	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Thermal Liner	Caldura SL2i 7.6 oz. (Tencate)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Moisture Barrier	Stedair 4000 5.5 oz	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Outer Shell	Gemini XT – PBI/Kevlar The Moisture Barrier/Thermal Liner: shall be attached and secured to the outer shell with heavy duty snaps at waist and ankles. The vendor shall describe assembly method, number and type of snaps used.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Closure	Inner zipper shall have a black oxide anticorrosive protective coating and be no smaller than #10. Outer closure will be secured with Velcro (hook and loop) closure and a Hook and Dee Fastener. The Velcro material shall be no less than 1.5" wide.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Trim	Square inches of trim will not be less than the NFPA Standard. <u>The trim material will be 3" 3M Scotchlite Triple Trim lime/silver or equivalent (vendor to specify how their material is equivalent).</u> Trim will be sewn with four rows of lock stitching.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Cuffs	Reinforced with PCA -- Polymer-coated Aramid. The back of the (leg) cuff will be 2" shorter than the front of the (leg) cuff on each leg.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Knee Pads	No less than 10" x 8", padded (vendor to specify padding), of PCA -- Polymer-coated Aramid.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pockets	A full below cargo pocket, measuring approximately 10" X 10" X 2" shall be double stitched to the left front leg panel. A full below cargo pocket, measuring approximately 10"X 10" X 2" shall be double stitched to the right front leg panel. Inside this pocket, a layer of shell material approximately 10" wide X 6 ½" high shall be sewn on three sides to the leg panel on the lower portion of the pocket. A second layer of shell material approximately 10" X 4 ½" shall be stitched on top of the first layer creating two horizontal compartments. The two compartments shall be further divided into 3 individual slots with double needle lock stitching sewn vertically into the two layers of fabric. Each bellow pocket shall have a layer of Kevlar Twill sewn into the inside/bottom and up approximately 4" on each side and front to provide optimal strength when carrying small tools. Two rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide drainage of water. A 4 ½" X 10 ½" outer shell pocket flap shall be sewn above each pocket and shall close over the pocket by means of two 1 ½" X 2" squares of hook and loop fastener tape double needle stitched to the pocket and flap. The upper corners of each pocket shall be bartacked for reinforcement.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

FEATURES	TECHNICAL SPECIFICATIONS	COMPLIANCE
PANTS (Cont'd)		
Knee	Will be pleated or have an ergonomic knee break to provide improved range of motion and freedom of movement (vendor to specify how this is accomplished).	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Suspenders	Suspender shall be padded; black cotton webbing/X-back/ parachute pull D-ring take up straps. Suspender shall be removable via plastic coupler clips in front and a woven hook & loop system in the back.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Waist Adjustment	Pants will have 2 adjustable take-up straps (one each side). The vendor shall provide a detailed description of the take-up straps.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Other Required Features	An inspection opening shall be placed inside the right, outside, vertical seam of the liner. The opening shall be approximately 12" long and be secured closed with Velcro (hook and loop) tape. The Velcro tape shall be not less than .75" wide. All labels shall be sewn to the liner and outer shell. Adhesive alone is not acceptable.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

F. BID SCHEDULE

In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in ITB #2016-307. Bidders may only submit one bid.

ITEM#	DESCRIPTION	APPROX QTY	UOM	UNIT PRICE	TOTAL PRICE
1	Size, Furnish and Deliver - Coats	10	EA	\$ 1162.25	\$11622.50
2	Size, Furnish and Deliver - Pants	10	EA	\$ 901.51	\$ 9015.10
Overall Annual Total (Add Item #'s 1-2)					\$20637.60
Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

Company Name: TEN-8 FIRE EQUIPMENT, INC.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # _____ THROUGH ADDENDA # _____

Company Name: TEN-8 FIRE EQUIPMENT, INC. Date: 09/20/2016

Name of individual submitting Bid: DAVID NUMMELA

Email address: DNUMMELA@TEN8FIRE.COM Ph: 561-436-4603

AUTHORIZED SIGNATURE: 

ATTACHMENT A

QUESTIONNAIRE/QUALIFICATIONS FORM

THIS IS A FILLABLE FORM ONLINE AND AVAILABLE FOR DOWNLOAD AND SUBMISSION

PART I - QUALIFICATIONS QUESTIONNAIRE

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide bunker gear for Fire Rescue as stated below: **(Bidders may attach additional sheets, if necessary).**

1. Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product in the State of Florida. Yes No
 Is supporting documentation included? Yes No
2. Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 Reference

Company/Entity Name: DAYTONA BEACH FIRE DEPARTMENT
Address 301 SOUTH BEACH STREET
City DAYTONA BEACH State FL Zip Code 32114
Contact Name: ROBIN ROBINSON Title: PURCHASING
Phone No: (386) 671 -4009 Fax: (386) 671 - 3948 Email: ROBINSONROBIN@DBFD.US
Delivery Date: 7/18/2016 Location _____
Type of Product Supplied 15 COATS AND PANTS
Governmental or Private GOVT. Dollar Value of Contract \$ 24,963.00

#2 References

Company/Entity Name: CITY OF POMPANO BEACH
Address 1651 S.W. 5TH COURT
City POMPANO BEACH State FL Zip Code 33069
Contact Name: GEORGE PRATT Title: BUYER
Phone No: (954) 786 - 3202 Fax: (954) 978 -6415 Email: GEORGE.PRATT@COPBFL.COM
Delivery Date: 6/7/2016 Location WAREHOUSE
Type of Product Supplied 26 COATS AND PANTS
Governmental or Private GOVT. Dollar Value of Contract \$ 48,783.02

Company Name TEN-8 FIRE EQUIPMENT, INC.

#3 References

Company/Entity Name:	HERNANDO COUNTY FIRE RESCUE
Address	60 VETERANS AVENUE
City	BROOKSVILLE State FL Zip Code 34601
Contact Name:	TONY PHILLIPS Title: QUARTERMASTER
Phone No.:	(352) 754 4859 Fax: (352) 754 -4020 Email: APHILLIPS@HERNANDOCOUNTY.US
Delivery Date:	6/9/2016 Location WAREHOUSE
Type of Product Supplied	41 COATS AND PANTS
Governmental or Private	GOVT. Dollar Value of Contract \$ 75,449.84

PART II – OTHER REQUESTED INFORMATION

1. Number of year's organization has been in business. 30
2. Back-orders shall be made known to the City at time of order placement. Explanation of back-order procedures: ORDER RECEIVED BY FIREDEX AND ACKNOWLEDGED WITH ESTIMATED SHIP DATE
3. Please specify in detail your return procedures and policy: CALL TO SALESPERSON RMA MUST BE ISSUED BEFORE PRODUCT RETURNED TO TEN-8 OR MANUFACTURER
4. Please specify what role Bidder will take with warranty claims? ALL WARRANTY CLAIMS WILL BE HANDLED BY FIREDEX VIA TEN-8
5. Please provide details or method of confirmation for orders received: ALL ORDERS EMAILED OR FAXED WILL BE ACKNOWLEDGED BY RETURN EMAIL OR FAX
6. Provide a list of contact person(s) name, telephone, fax and a email address (if applicable) for order placement, coordination of services, customer satisfaction, and days of operation and office hours; Monday to Friday and holidays and weekends if applicable: HOURS: MONDAY-FRIDAY 8:00AM TO 5:00 PM

BRUCE SCOTT 800-228-8368
 ERIC RIBBENS fax: 941-756-2598 EMAIL INFO@TENIFIRE.COM
 SUSAN CLARK

Company Name TEN-8 FIRE EQUIPMENT, INC.

ATTACHMENT B
INSURANCE REQUIREMENTS

The following insurance provisions are hereby established for professionals who will provide services to the City.

1. The successful proposer shall not commence any work in connection with the contract for services until the professional has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All carriers shall carry an AM Best Rating of at least A:VII. A Waiver of Subrogation is required under each of the required insurance policies. All policies should respond as primary. Each policy shall include Contractual Liability
2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Professional and/or subcontractor providing such insurance.
3. Worker's Compensation Insurance: The Professional shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees furnished to the City pursuant to this contract. In case any work is sublet, the Professional shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Professional. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than \$100,000 Each Accident, \$100,000 Each Disease/Employee and \$100,000 Each Disease/Maximum.
4. Commercial General Liability: The Professional shall, during the life of this Contract take out and maintain broad form Commercial General Liability including premises and operations; products and completed operations; personal and advertising injury; and fire damage for limits of not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate. There shall be no exclusion for Fellow Employees, Cross Liability or Insured vs. Insured. This insurance shall also insure the City to the same limits.
5. Business Automobile: The Professional shall during the life of this Contract take out and maintain Business Automobile Liability form with a combined Single Limit of not less than \$500,000.00 including Owned, Hired, and Non-Owned. This insurance shall also insure the City to the same limits.
6. Certificates of Insurance: the Professional upon notice of award will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:
 - (1) The name of the insured Professional, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (2) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (3) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

ATTACHMENT C
BIDDERS CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted? NA	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is safety report and Quality program included?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are Submittal Forms completed and enclosed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is W-9 Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name TEN-8 FIRE EQUIPMENT, INC.

ATTACHMENT D

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Invitation to Bid.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: _____

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

Typed Name and Title _____

Company Name _____

Address _____

Signature _____ Title _____

Telephone Number _____ Date _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TEN-8 FIRE EQUIPMENT, INC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) 2904 59TH AVENUE DRIVE EAST		Requester's name and address (optional)
	6 City, state, and ZIP code BRADENTON, FL 34203		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									
5	9	-	2	8	1	2	7	6	4

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **1-15-16**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# J73707

Entity Name: TEN-8 FIRE EQUIPMENT, INC.

Current Principal Place of Business:

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

Current Mailing Address:

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

FEI Number: 59-2812764

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CAROL HUIZER
2904 59TH AVE DRIVE EAST
BRADENTON, FL 34203 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name BOUWER, DANN A.
Address 1110 64TH STREET NW
City-State-Zip: BRADENTON FL 34209

Title CEO
Name BOUWER, DONALD
Address 6127 45TH STREET WEST
City-State-Zip: BRADENTON FL 34210

Title V
Name JONES, MARK S.
Address 4119 3RD AVENUE NE
City-State-Zip: BRADENTON FL 34208

Title ST
Name HUIZER, CAROL V.
Address 2904 59TH AVENUE DRIVE EAST
City-State-Zip: BRADENTON FL 34203

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CAROL HUIZER

SECRETARY

03/04/2016

Electronic Signature of Signing Officer/Director Detail

Date



November 13, 2015

To Whom It May Concern:

This letter shall be considered proof that Ten-8 Fire Equipment, Inc. is a Sole Source Full Line Distributor of the entire Fire-Dex product line for the states of Florida and Georgia. Ten-8 Fire Equipment, Inc. has been a valued Distributor Partner selling and servicing the entire Fire-Dex product line for over twenty years.

Ten-8 Fire Equipment is headquartered at:

2904 59th Ave East
Bradenton, FL 34203
941-756-7779

Sincerely,

Allen A. Rom
Senior Sales Manager
METRO Accounts
Fire-Dex, LLC
780 South Progress Drive
Medina, OH 44256
330-723-0000 ext. 312
Fax: 330-723-0035





IN SERVICE TO SERVE YOU



Quoted By: TEN-8 FIRE EQUIPMENT
Prepared By: Bruce Scott
Email: bscott@ten8fire.com
Quote: Stuart Turnout FX-R Pant RFQ 8-5-13 : shared from dnummela@ten8fire.com
FWID: 34054
Item: FXR Turnout Gear Pant
Contract: FireWriter 2016

PANT SPECIFICATIONS

Pant Rise: Mid-Rise	
Pant Rear Panel: No Rear Panel	
Pant Outer Shell: 7.5 oz Gemini™ XT PBI® /Kevlar® - Gold	\$839.00
Pant Thermal Liner: (S) 7.6 oz Caldura® SL2i	\$488.00
Pant Moisture Barrier: (F) 5.5oz Stedair® 4000	\$423.00
Pant Closures: XC45 Zipper / Woven Hook and Loop/ Hook & D	\$40.00
Pant Trim Style: 3" around cuffs - ScotchLite™ Triple Lime/Silver	\$26.00
Pant Specification Subtotal:	\$1,816.00

PANT PATTERN, LINER, PATCHES AND LABELS OPTIONS

XM57 Thermal Liner Inspection Opening	\$20.00
Pant Pattern, Liner, Patches and Labels Options Subtotal:	\$20.00

PANT SUSPENDERS

SST40 - Sewn Direct Buckle, Sewn-In Suspenders: X-Back, Black Padded, Cotton Webbing with Parachute Pull (Max Length: 40")	\$0.00
Pant Suspenders Subtotal:	\$0.00

PANT STRAPS AND OPTIONS

XM51 Takeup Strap: Nomex® Webbing with D'S Left Qty: 1, Right Qty: 1	\$18.00
Pant Straps and Options Subtotal:	\$18.00

PANT POCKETS

Front Pocket - Left: (XP30) Full Bellow 10 x 10 x 2	\$49.00
Pant Front Pocket - Right: (XP30) Full Bellow 10 x 10 x 2	\$49.00
CP: Six Compartment	\$35.00
Pant Pockets Subtotal:	\$133.00

PANT REINFORCEMENTS

Knee Reinforcement: SuperDex Foam Knee (2 Layers Encapsulated in Moisture Barrier), 10 x 8", PCA (Polymer Coated Aramid), Gold	\$70.00
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Cuff Reinforcement: DexCuff - Reverse Tapered Cuff, Gold, PCA (Polymer Coated Aramid)	\$14.00
Leg and Crotch Reinforcement: No Reinforcement	\$0.00
Pant Reinforcements Subtotal:	\$84.00

PANT LIST PRICE: \$2,071.00

DISCOUNT: 56.47%

PANT DISCOUNT PRICE: \$901.51

LIST PRICE: \$2,071.00

DISCOUNT: 56.47%

DISCOUNT PRICE: \$901.51

TPP (Before Washing, NFPA minimum = 35)
39.70 cal/cm²

THL (NFPA Minimum = 205)
261.80 W/m²

ADDITIONAL INFORMATION

Notes:

PRODUCT PREVIEW

This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.





IN SERVICE TO SERVE YOU



Quoted By: TEN-8 FIRE EQUIPMENT
Prepared By: Bruce Scott
Email: bscott@ten8fire.com
Quote: Stuart Turnout FX-A Coat RFQ 8-5-13 : shared from dnummela@ten8fire.com
FWID: 34053
Item: FXA Turnout Gear Coat
Contract: FireWriter 2016

COAT SPECIFICATIONS

Coat Outer Shell: 32" Coat with DRD, 7.5 oz Gemini™ XT PBI® /Kevlar®, Gold	\$1,138.00
Coat Thermal Liner: (S) 7.6 oz Caldura® SL2i	\$518.00
Coat Moisture Barrier: (F) 5.5oz Stedair® 4000	\$441.00
Coat Closures: XC40 Zipper / Woven Hook and Loop	\$50.00
Coat Trim Style: 3" Project Fires ScotchLite™ Triple Lime/Silver	\$142.00
Coat Specification Subtotal:	\$2,289.00

COAT PATTERN, LINER, PATCHES AND LABELS OPTIONS

XM57 Thermal Liner Inspection Opening	\$20.00
560D DexFlex Back	\$50.00
560L DexFlex Elbow	\$24.00
Coat Pattern, Liner, Patches and Labels Options Subtotal:	\$94.00

LETTERING

Text: STUART	\$30.00
Pos: 2, 3" Scotchlite™ Lime, XL00 - Sewn Direct Lettering	
Text: LAST NAME	\$78.00
Pos: 9, 2" Scotchlite™ Lime, XL61 - Hanging Patch, Hook & Loop Attachment	
Lettering Subtotal:	\$108.00

COAT REINFORCEMENTS

Knit Wrist Reinforcement: XM01 Long Knit Wrist with Thumb Loop, Nomex® (White)	\$12.00
Cuff Reinforcement: Standard Cuff, Gold, PCA (Polymer Coated Aramid)	\$5.00
Shoulder Reinforcement: No Reinforcement	\$0.00
Elbow Reinforcement: Elbow Patches (5x8"), PCA (Polymer Coated Aramid), Gold	\$16.00
Coat Reinforcements Subtotal:	\$33.00

COAT MIC CLIPS AND STRAPS

XMCLP Mic Clip: 1" x 2" Shell Material	\$5.00
Custom Qty: 1	
Custom Placement 1: Outer shell material on closure flap-2" higher than radio pocket	
XM86 Survivor® Flash Holder w/Hook	\$15.00

Right Qty: 1

Coat Mic Clips and Straps Subtotal: \$20.00

COAT POCKETS

Chest Pocket - Left: (XP7352) Radio Pocket 7 x 3.5 x 2	\$46.00
Double Notch	\$10.00
Hand Pocket - Left: (XP32) Semi Bellow Handwarmer 8 x 9 x 2	\$35.00
Hand Pocket - Right: (XP32) Semi Bellow Handwarmer 8 x 9 x 2	\$35.00
Coat Pockets Subtotal:	\$126.00

COAT SPECIAL REQUEST

XMCLP location is centered on storm flap 2" above radio pocket. Radio pocket is to be XP7352 WITH DOUBLE NOTCH

COAT LIST PRICE: \$2,670.00

DISCOUNT: 56.47%

COAT DISCOUNT PRICE: \$1,162.25 [BACK TO TOP ↑](#)

LIST PRICE: \$2,670.00

DISCOUNT: 56.47%

DISCOUNT PRICE: \$1,162.25

TPP (Before Washing, NFPA minimum = 35)

39.70 cal/cm²

THL (NFPA Minimum = 205)

261.80 W/m²

ADDITIONAL INFORMATION

Notes:

PRODUCT PREVIEW



This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.