

REQUEST FOR PROPOSAL



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP #16RP038

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The City of Scottsdale invites sealed submittals from contractors for the purchase of Fire Department uniforms, alterations and miscellaneous accessories.

SOLICITATION CRITICAL DATES

BID/PROPOSAL SUBMITTAL DUE:	<u>2:00 P.M., LOCAL TIME, JUNE 23, 2016</u>
QUESTIONS DUE:	<u>2:00 P.M., LOCAL TIME, JUNE 13, 2016</u>
APPROVED ALTERNATE SUBMITTALS DUE:	<u>2:00 P.M., LOCAL TIME, JUNE 13, 2016</u>

1. SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until 2:00 P.M., LOCAL TIME, JUNE 23, 2016, at the Purchasing Department Front Desk, located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. ***All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.***

To allow staff to complete required internal administrative functions, submittals will be opened, read and the name of each bidder recorded, as a matter of public information, within thirty (30) minutes after the receipt time and date have past.

No submittal will be considered unless it is submitted on the forms contained herein. ***All submittals must be presented in a sealed envelope or box.*** The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

2. PRE-BID CONFERENCE

(Not Applicable)

3. INFORMATION REQUESTS

Requests for additional information relating to this bid should be directed to:

Margie Vasquez
Bid & Contract Specialist
480-312-5715
mvasquez@scottsdaleaz.gov

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4. SOLICITATION QUESTIONS

The Bidder shall submit all questions, requests for clarification and inquiries in regards to this solicitation to Margie Vasquez, no less than eight (8) days prior to the original solicitation opening date. It is preferred that all questions be submitted via email to the appropriate Purchasing Staff, mvasquez@scottsdaleaz.gov, where possible. When submitting any questions the Bidder should indicate the page number, Section Number/Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid submittal and not be opened immediately.

All solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., LOCAL TIME, JUNE 13, 2016**. Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing Staff to determine if a response would be advantageous for the City.

5. APPROVED ALTERNATES

Specifications and plans, if applicable, may contain references to service requirements, equipment and/or materials (patented or unpatented) or "approved alternate(s)." Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment, materials or details of construction (if applicable) inherent to the project design. Such references shall not be construed as limiting the selection to a specified item, source or design detail. The use of an alternate or substitute, item or source as an approved alternate will be permitted, subject to the following procedure and pursuant to ARS 34-104 if the subject matter of this solicitation involves construction.

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5. APPROVED ALTERNATES – CONT'D

- a. The Bidder shall submit a written Request for Alternate to the contact person listed on page one of this solicitation at least eight (8) days prior to the original deadline for receiving bids. Requests for alternates submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope must be clearly marked with solicitation number and "**REQUEST FOR APPROVED ALTERNATE**". Requests must be time stamped by the Purchasing Division by **2:00 P.M., LOCAL TIME, JUNE 13, 2016**. The approved alternate request shall include all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations) and/or detailed plan modifications which may be required by the substitution. The Bidder shall submit additional information and/or samples when required.

The Contract Administrator or his representative, will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the proposal. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the request for approved alternate.

- b. Purchasing, if the request for approved alternate is accepted, shall issue a written addendum to the solicitation specifying the approved alternates and publish the modification in the same manner as the original solicitation documents.
- c. The Specifications may reference equipment or materials "or alternate". The reference to "or alternate" shall be construed to mean "or approved alternate" in every instance. Use of an alternate or substitute item shall be allowed only if approval was received as outlined in this section.
- d. For purposes of submitting a Request for Approved Alternate, the "Bidder" is defined as the person or firm entering a submittal to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the definition of Bidder.

6. ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the inclusion of environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that broaden the range of environmentally responsible products or services that will meet the performance requirements of this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document., unless the approved alternate clause has been deemed not applicable.

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7. PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information; including the capability to download solicitations and plan sheets (if applicable), how to introduce your products, a list of the Buyer's commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/purchasing>. Registering and downloading a solicitation will also provide the supplier with notices of all addenda that are issued.

8. DOWNLOADING SOLICITATIONS

All solicitation documents; plan sheets/drawings if applicable and addenda are available for download in .pdf format. Bidders may print their own copies of these documents or provide the files to any reprographics/copy center in their area. Bidders will no longer be able to pick-up these documents at the Purchasing Department and plan shipments will no longer be available. There will be one set of plan sheets/drawings (if applicable) available for onsite review only at the Purchasing Office located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

It is imperative that you download the solicitation from the Purchasing web site at <https://eservices.scottsdaleaz.gov/eservices/solicitations/> in order to be notified of associated addenda.

9. EMAIL NOTIFICATION

The City of Scottsdale does not maintain a Bidder list; however, on the Purchasing web site, lower right side, see "Subscribe to Solicitation Opportunities", enter your email address and click subscribe to receive a notification of Solicitation Opportunities twice weekly at <http://www.scottsdaleaz.gov/purchasing>.

10. CITY OF SCOTTSDALE PROCUREMENT CODE

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk located at City Hall, 3939 Drinkwater Boulevard and the Purchasing Office, located at 9191 E. San Salvador Drive, Scottsdale, Arizona. A copy of the Code is also available from the Purchasing website at <http://www.scottsdaleaz.gov/purchasing>.

A hard copy of the Code is available for purchase, for a fee of \$10.00, at the Purchasing Office.

11. PROSPECTIVE BIDDER'S CONFERENCE

A prospective Bidder's conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. This conference will also give Bidders an opportunity to submit any questions and discuss any questions previously submitted.

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12. BIDDER'S PRESENTATION

Bidders may be invited to make a presentation. If invited, Bidders will be notified of the date and time of the presentation by the City of Scottsdale Purchasing Department.

13. INELIGIBLE BIDDER

The preparer of the bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a Bidder or Offeror on the solicitation for which they prepared the specification.

14. OBLIGATIONS

The issuance of this solicitation does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

15. NON COLLUSION AFFIDAVIT

By signing the Offer Form/Signature Page of the solicitation, or other official contract form, the Bidder certifies that:

In connection with the performance of this solicitation or any resulting Contract, the Bidder is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract.

If any company is jointly owned or associated through common officers/employees with another company(s) that is/are responding to the same solicitation, both/all of those companies must take all precautions so as to make sure the preparation of their Bid or Proposal submittal is done completely independent of the other company(s) or individual(s). Specifically, any individual working on preparation, approving or signing one submittal can have no knowledge of or interaction with any other bid or proposal submission from a different company for that same solicitation.

If the subject matter of this solicitation is construction, the Bidder shall submit a completed and Notarized Non Collusion Affidavit, stating and certifying that said Bidder/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its submittal in response to this solicitation or any potential resulting Contract. The Bidder is to return the completed and notarized Non Collusion Affidavit with their submittal.

16. IMMIGRATION LAW COMPLIANCE

By signing the Offer Form/Signature Page of this solicitation, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A) or will have complied with the requirements of the E-Verify Program before award. Failure to comply with the E-Verify Program may result in the automatic disqualification of the submittal as being non-responsive or the termination of any Contract awarded and the possible forfeiture of any applicable bond.

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16. IMMIGRATION LAW COMPLIANCE – CONT'D

The City will include specific “Compliance with Federal and Arizona State Immigration Laws” language in any Contract or Subcontract it enters into with the successful Bidder. In addition, this language must be included in any Subcontracts that the successful bidder enters into with its Subcontractors.

17. LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a Contract and apply for public benefit, must demonstrate through a signed affidavit and the presentation of a copy of documentation, that they are lawfully present in the United States.

A PERSON is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City, you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON, you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Driver's License issued after 1996, Arizona nonoperating identification license, U.S. Birth Certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit Form that the City will send to you for your completion prior to issuing any Contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City, that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the Purchasing Department at (480) 312-5700 or the Purchasing web site at <http://www.scottsdaleaz.gov/Purchasing> on the lower right side of the page under Forms.

18. TAXES/LICENSES

Federal Excise Taxes:

The City of Scottsdale is exempt from certain federal excise taxes. The most common areas where the City is exempt from Federal excise taxes are:

1. Fuel that is used by the City
2. Communication
3. Heavy trucks, trailers and tractors
4. Certain Superfund activity

If there is a specific circumstance that is in doubt you should contact the City to resolve that status of that Federal Excise tax and its applicability.

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18. TAXES/LICENSES – CONT'D

Transaction Privilege (Sales) Taxes on the City:

The City of Scottsdale is not exempt from being charged the appropriate Arizona State, County, and City privilege (sales) taxes on the goods and services that we procure. For suppliers within the State of Arizona, the City expects to be charged the appropriate privilege taxes on the invoice. For out of state suppliers that do not have the ability to collect Arizona State privilege taxes, the City will self-accrue such Arizona State and City use taxes for collection and payment to the State of Arizona and City of Scottsdale.

Transaction Privilege (Sales) Taxes on the Supplier / Contractor: Certain business services and activities may have a City of Scottsdale Privilege (sales) tax liability. To determine the City of Scottsdale tax treatment, please visit the following website and view the City of Scottsdale Tax Code and other Privilege and Use tax resources.

Questions pertaining to the applicability of taxes shall be directed to the City of Scottsdale Tax & License Section at 480-312-2400. The Contractor shall be responsible for payment of all applicable taxes due on Contract income whether or not such taxes are specifically separated in the bid amount.

<http://www.scottsdaleaz.gov/taxes/>

Certain Business Services and Activities may have a State Privilege (sales) tax liability. To determine the State tax treatment, please visit the following website or contact the Arizona Department of Revenue at 602-716-6578 or 602-716-6657.

<http://azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To obtain a State of Arizona Privilege (Sales) Tax License Application, please go to the following website:

<http://www.azdor.gov/Business.aspx>

The City of Scottsdale requires a license for service-oriented businesses located in Scottsdale that do not have a City of Scottsdale transaction privilege (sales) tax liability. This includes all activities or acts including, but not limited to service, professionals, trades and occupations, personal or corporate. To engage or continue in business the owner must obtain a Business, Occupational and Professional License. Service oriented businesses located outside the City limits are NOT required to obtain a Business, Occupational and Professional License from the City of Scottsdale.

Please visit the following website for the City of Scottsdale Transaction Privilege & Use Tax License and the Business, Occupational and Professional License applications:

<http://www.scottsdaleaz.gov/taxes>

Bidder is solely responsible for any and all tax obligations which may result out of the Bidder's performance of this Contract. The City has no obligation to pay any amounts for taxes, of any type incurred by the Bidder.

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18. TAXES/LICENSES – CONT'D

Construction Related Transaction Privilege (Sales) Taxes Responsibility of the Contractor:

The Contractor shall be responsible for payment of all applicable State of Arizona and City of Scottsdale transaction privilege (sales) taxes due on construction income whether or not such taxes are specifically separated in the bid amount. The taxes are to be reported on either a progressive billing (accrual) basis or cash receipts basis, depending on the method chosen at the time application was made for the Privilege (sales) Tax License.

City Privilege (sales) tax exemptions/deductions may be applicable to certain projects. We advise you to consider this as you prepare your bid. Please review, in detail, Sections 415, 465, and 110 of the Scottsdale Revised City Code, Appendix C to determine if exemptions/deductions are applicable. For tax guidance, please reference the City Code and other tax resources at the following website:

<http://www.scottsdaleaz.gov/taxes/>

The State of Arizona has similar exemptions; please reference ARS Title 42 at the following website:

<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp?Title=42>

To determine tax treatment of design/build Contracts, please contact the Arizona Department of Revenue at 602-255-2060 and the City of Scottsdale Tax Audit Section at 480-312-2629.

Construction bids will be evaluated and recommended for award based on the total bid cost including tax.

19. CONTRACTOR'S LICENSING REQUIREMENTS

If applicable, the Contractor shall state his Arizona State Contractor's License Number and Classification on the Bid Form and Bid Form Signature Page, as evidence that he is licensed to contract the work indicated in the specifications at the time of bid submittal.

In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a Request for Qualification/Quotation or a Request for Proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a Contractor without having a Contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

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20. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

21. SUBCONTRACTOR'S LIST

If, at the time of bidding, any Bidder intends to Subcontract any portion of this Contract, the Bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

22. SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract, unless specifically prohibited by the specification. The addition of any Subcontractors must first receive the approval of the City. The awarded Contractor may relieve Subcontractors of City Tax liability by providing them with a completed Subcontractor Written Declaration form.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Contractor assumes responsibility for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract documents is intended or deemed to create any legal or contractual relationship between the City and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

23. CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the bid submittal.

Bidders are instructed to clearly identify any proprietary information that may be submitted, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot ensure confidentiality of any portion of a submittal document in the event a public inspection request is made.

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23. CONFIDENTIAL INFORMATION – CONT'D

However, in accordance with Section R2-188.23 pertaining to Request for Proposals and Section R2-188.6 pertaining to Invitation for Bids, of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential bidders, and this provision should be taken into consideration prior to submitting a bid.

After Contract award, and unless otherwise instructed by the Bidder, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

24. SMALL BUSINESS

Small, minority owned businesses (MBE/WBE/DBE) are encouraged to respond to City of Scottsdale solicitations.

25. TITLE VI NOTICE

"The City of Scottsdale, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

26. INTERPRETATIONS, ADDENDA

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR SUBMITTAL BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. SUBMITTALS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

Should a Bidder find an ambiguity, inconsistency or error in the Plans if applicable or Specifications, or should he be in doubt as to their meaning, he shall at once notify the contact person listed on page one of this solicitation, who will prepare a written addendum. The City will not be responsible for oral instructions or information.

All questions shall be submitted as per the Solicitation's Questions Clause.

Any addenda issued by the City will become a part of the Contract. By signing and submitting a bid or proposal, the Bidder/Proposer is acknowledging that they will abide by all addenda issued prior to the opening of the bids/proposals and agreeing that all pricing takes into account all such addenda.

INSTRUCTIONS TO BIDDERS



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26. INTERPRETATIONS, ADDENDA – CONT'D

A Notice of Addenda will be emailed to those who have registered as a downloader and provided their email address; or provided by other appropriate means to each bidder, person or firm recorded on the Plan Holder's list. The bidder/proposer can return to the City's website under Solicitation Opportunities to verify how many addenda have been issued against a specific solicitation. If they feel they are missing any addenda, they can register again as a downloader to obtain access to all issued addenda. A viewing copy of the addenda will also be available wherever the solicitation documents are kept. It is the responsibility of the Bidder/Proposer to be aware of ALL addenda before submitting their final bid/proposal. The City takes no responsibility for any addenda that a bidder/proposer has failed to address in their submittal, and will hold the Bidder/Proposer responsible that their pricing encompasses all issued addenda.

27. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the Bid Forms contained herein (or as otherwise requested). Faxed or emailed submittals will not be considered. Erasures, interlineations or other modifications in the submittal shall be initialed by the authorized person signing the Offer & Acceptance/Proposal Signature Page document.

The Bid Form/Pricing Proposal page (if applicable) containing the pricing must be completed. The name of the Contractor/Company must be listed on the page.

To be considered responsive, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an authorized person(s) eligible to sign Contract documents for the Contractor and is part of the original bid/proposal submittal due at the stated date and time indicated in the solicitation. Consortiums, joint ventures, or teams entering submittals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Bidder or one legal entity. The submittal must indicate the responsible entity.

Submitters should be aware that joint responsibility and liability will attach to any resulting Contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

If you wish to mail your submittal, please note that it is the submitter's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

Submittals received after the time and date specified will be returned to the bidder unopened. A submittal may be withdrawn prior to the time set for opening submittals.

No submittal may be withdrawn for a period of one hundred and twenty (120) days after the date set for receipt of submittals.

INSTRUCTIONS TO BIDDERS



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27. SUBMITTAL PROCEDURE – CONT'D

At any time prior to the specified solicitation due time and date, a Bidder may withdraw the bid. Faxed withdrawals will not be considered.

Submittals received by the City with the signed Offer on the Offer and Acceptance Form/Proposal Signature document constitutes a legally binding offer by the Contractor.

All submittals are to be completed on City of Scottsdale (COS) forms without any alterations; failure to do so may result in your submittal being rejected.

28. AWARD DETERMINATION

Responsive proposals will be evaluated based on the evaluation criteria established within the solicitation document. Various elements of the proposal submittal will be reviewed and evaluated against the solicitation requirements. There may or may not be a requested presentation from the top proposals to further understand their proposal and how it responds to the solicitation requirements. Proposers should not assume there will be an opportunity for presentations and should therefore make their proposal submittals comprehensive in response to the solicitation requirements.

Upon conclusion of all of the evaluations, a recommendation is made to award to the Proposer that best meets the City's needs and provides the best value to the City.

Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:

- (1). Waive any immaterial defect or informality; or
- (2). Reject any or all Proposals, or portions thereof; or
- (3). Reissue a Request for Proposal.
- (4). To award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

29. REJECTION OF BIDS

The Purchasing Director or City Council reserves the right, as the interest of the City requires, to reject any or all submittals, to waive any informality in submittals received, to award a Contract by accepting or rejecting any alternate submittal(s) (additive or subtractive) and reserves the right to reject the submittal(s) of any Bidder who has previously failed to perform competently in any Contract with the City.

30. PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a Contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

INSTRUCTIONS TO BIDDERS



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30. PROTESTS – CONT'D

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of Awards will be given either through the City Council Meeting Agendas for those Contracts being awarded by City Council (i.e. ,for construction and professional services) or through a Notice of Intent to Award posting, seven (7) calendar days prior to award, on the Purchasing section of the City's Internet Web Site for all administratively awarded Contracts. Award of Contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

- State the name and address of the aggrieved person.
- Identify the contracting activity and the number of the solicitation.

Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence. Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: James Flanagan, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

INSTRUCTIONS TO BIDDERS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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30. PROTESTS – CONT'D

If the Director determines a hearing is appropriate under the circumstances, the Director shall notify the protestor of the time and place set for a hearing on the protest. The Director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the Director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

31. CONTRACT AWARD NOTIFICATION

Intent to Award notices for Contracts conducted as formal solicitations will be posted on Purchasing's website on the Intent to Award listing. Informal solicitations will be posted to the Award listing upon award. Intent to Award and award information can be found at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=0>

The City Council must approve award of Contracts for construction and professional services exceeding the formal procurement limit. Any Contract award going to City Council for approval is not binding on the City until after approval by the City Council, even if previously signed by the Contractor and a City representative. All other Contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the submitter's responsibility to access this information from the City of Scottsdale Purchasing website link provided above. This is the only notification you will receive regarding the posting of Notices of Intent to Award and Award.

32. AWARD OF CONTRACT

By signing the Offer portion of the Offer/Acceptance Form as a part of the Response to the solicitation, the Contractor is making a non-contingent offer to Contract with the City strictly based upon the terms, conditions, and specifications contained in the City's solicitation. The City is under no obligation to accept any identified exceptions. These bid or proposal offers do not become Contracts until after the Purchasing Director has signed the acceptance portion of the Offer/Acceptance Form. The Contract is then considered awarded to the successful Contractor, eliminating the signing of a separate Contract.

For that reason, all of the terms, conditions and specifications of the procurement Contract are contained in the solicitation, unless any of the terms, conditions or specifications are modified by an addendum to the solicitation, a Contract amendment, or by mutually agreed written terms and conditions in the Contract documents.

INSTRUCTIONS TO BIDDERS



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32. AWARD OF CONTRACT – CONT'D

The effective date of this Contract shall be the date the Purchasing Director signs the Offer and Acceptance Form, unless another date is specifically stated as the effective date.

The Contractor is cautioned not to begin any billable work or provide any materials or services under this Contract until the Contractor receives a Purchase Order document or separate Notice to Proceed.

Once the City has awarded the Contract by signing the acceptance portion of the Offer/Acceptance Form, Notice of Contract Award and presenting it to the Contractor, the Contractor is required to provide all additional Bonds and/or Insurance Certificates, and other documentation required to issue the Purchase Order or Notice to Proceed; within ten (10) calendar days after the date of this Acceptance of Offer or Notice of Contract Award. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days, they may be considered in default and may risk forfeiture of any applicable required Bid Bond. All required documents shall be sent to the Purchasing Representative listed in the solicitation.

33. BID BOND

(Not Applicable)

GENERAL TERMS AND CONDITIONS



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1. ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

2. ADVERTISING

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

3. ARIZONA LAW

The Contract and all Contract documents are considered to be made under, and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of this Contract or to obtain any remedy under this Contract will be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of this Court.

4. ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

5. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

6. AUTHORITY

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

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7. CANCELLATION OF CITY CONTRACTS

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the Contract is in effect, an employee of any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

8. CAPTIONS/HEADINGS

The headings used in the Contract documents are for ease of reference only and will not in any way be construed to limit or alter the meaning of any provision.

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

9. CERTIFICATE OF INSURANCE

The successful vendor(s) will be required to furnish the City of Scottsdale a Certificate of Insurance on a standard insurance industry ACORD™ form or its equivalent when separate insurance requirements are listed under clause #28-Insurance Requirements. The ACORD™ form must be issued by an insurance company authorized to transact business in the State of Arizona. A sample of a standard insurance industry ACORD™ form with the required additional insured language can be found on the Purchasing web site under forms at: <http://www.scottsdaleaz.gov/Purchasing>. Failure to provide a Certificate of Insurance with the appropriate verbiage will result in rejection of your certificate and/or may be cause for Contract default. Additionally, Certificates of Insurance submitted without referencing the solicitation number will be subject to rejection and discarded.

10. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code. Change Orders to Contracts may be executed, according to established rules, when provided for in the original Contract.

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10. CHANGES IN THE WORK – CONT'D

The Contractor will not perform any additional services without a written Change Order approved by the City. If the Contractor performs additional services without a Change Order, the Contractor will not receive any additional compensation.

11. CHEMICALS

Contractors must agree to provide Material Safety Data Sheets (MSDS) for all substances that are delivered to the City of Scottsdale, that come under the Federal requirements of 29CFR 1910 Subpart Z - Toxic and Hazardous Substances, which includes 29CFR 1910.1200 - Hazard Communication

All Contractors using chemicals on City of Scottsdale property shall use only the safest chemicals, with the least harmful ingredients. These chemicals shall be approved for use by a City of Scottsdale representative prior to bringing them on property.

Contractors shall make every attempt to apply approved chemicals with highly volatile organic compounds, outside of working hours. Adequate ventilation shall be used at all times during the application of these approved chemicals.

In conjunction with the Occupational Safety and Health Standards, Subpart-Z Toxic and Hazardous Substances, and Section 1910.1200 Hazard Communication, Contractors are hereby informed of the presence of (or possible presence) of chemicals in the area where the work requested will be performed. It is the responsibility of all selected Contractors to contact the City of Scottsdale for specific information relative to the type of chemicals present and location of appropriate material safety data sheets.

12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Bidder warrants to the City that the Bidder and all its Subcontractors will comply with all Federal Immigration Laws and Regulations that relate to their employees and that the Bidder and all its Subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Bidder or any of its Subcontractors will be considered a material breach of this Contract and may subject the Bidder or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Bidder or any Subcontractor who works on this Contract to ensure that the Bidder or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Bidder and any of its Subcontractors to ensure compliance with this warranty. The Bidder agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

GENERAL TERMS AND CONDITIONS



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12. COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City will not consider the Bidder or any of its Subcontractors in material breach of this Contract if the Bidder and its Subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any Contract the Bidder enters into with any and all of its Subcontractors who provide services under this Contract or any Subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' Subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

13. COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Bidder relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Bidder represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Bidder understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction Contracts: The Bidder must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

14. CONFLICT OF INTEREST

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

15. CONTRACT ADMINISTRATOR DUTIES

The Contract Administrator shall be responsible to audit the billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the Contract requirements.

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16. CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service Contract(s) (either singular or in aggregate) results in the Contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the Contractor to the Contract Administrator (CA):

- the Contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the Contract during the most recent review period;
- the Contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the Contract is in force;
- the CA will provide this information to Risk Management when requested.

17. CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

18. COUNTERPARTS

This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

19. ENDANGERED HARDWOODS

Any construction, building addition or alteration project which is financed by monies of this state or its political subdivisions shall not use endangered tropical hardwood unless an exemption is granted by the Director of the State of Arizona, Department of Administration.

The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered tropical hardwood may be used in the construction unless an exemption is granted by the Director. As used in this subsection, "endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

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20. ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

21. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Bidder will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

22. ESTIMATED QUANTITIES

All quantities referenced in this solicitation document are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

23. EXECUTION OF CONTRACT

The Contractor shall provide all the required documentation, which can include but may not be limited to, applicable bonds, insurance certificates, IRS W-9 Form and other documentation required to issue the Purchase Order or Notice to Proceed within ten (10) calendar days after the date of the Acceptance of Offer or Notice of Contract Award by the City. If a separate City Contract is required, the Contractor must execute it within ten (10) calendar days and return it to the City. Failure to complete these requirements within ten (10) calendar days may place the Contractor in default.

24. FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

25. FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for required charges, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice to the Contractor at least 30 days before the end of its current fiscal period and will pay the Contractor for all approved charges incurred through the end of this period.

GENERAL TERMS AND CONDITIONS



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26. INDEMNIFICATION

To the fullest extent permitted by law, Bidder, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions by Bidder relating to work or services performed under this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Bidder's and Subcontractor's employees.

Insurance provisions set forth in this agreement, if any, are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

27. INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

28. INSURANCE REQUIREMENTS

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

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28. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

No Representation of Coverage Adequacy

By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by this Contract, but have no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

Coverage Term

All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Claims Made

In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

Policy Deductibles and or Self-Insured Retentions

The policy requirements may provide coverage which contains deductibles or self-insured retention amounts. Any deductibles or self-insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self-insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this Contract is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

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28. INSURANCE REQUIREMENTS – CONT'D

Insurance Representations and Requirements – Cont'd

Evidence of Insurance and Required Endorsements

Before starting any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that this coverage and the provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it is Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates must specifically cite the following provisions endorsed to the Contractor's policy:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. If the Contractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Contractor's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

Required Coverage

Commercial General Liability

Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

GENERAL TERMS AND CONDITIONS



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28. INSURANCE REQUIREMENTS – CONT'D

Required Coverage – Cont'd

Vehicle Liability

If any vehicle is used in the performance of the scope of work that is the subject of this contract, the Contractor must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

Workers Compensation Insurance

Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

29. LITIGATION

The Bidder will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary Contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The Bidder will also disclose any litigation in which the Bidder has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Bidder shall agree to notify the City within 7 days of any litigation or significant potential for litigation of which the Bidder becomes aware during the course of any contract with the City. Further, the Bidder will be required to warrant that it will disclose in writing to the City all litigation involving the Bidder, the Bidder's related organization, owners and key personnel.

30. LOCAL CONDITIONS, RULES AND REGULATIONS

The Bidder shall familiarize himself with the nature and extent of the Contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

31. MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this Contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

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32. NO PREFERENTIAL TREATMENT OR DISCRIMINATION

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin. The City of Scottsdale Diversity Office can be reached at 480-312-2727.

33. NO WAIVER

The failure of either party to enforce any of the provisions of the Contract documents or to require performance of the other party of any of the provisions of this Contract will not be construed to be a waiver of those provisions, nor will it affect the validity of the Contract documents, or the right of either party to enforce each and every provision.

No delay or failure of either party in exercising any right hereunder, and no partial or single exercise thereof, shall be deemed to constitute a waiver of such right or any other rights hereunder. All waivers must be in writing and signed by the party to be charged. Any waiver by either party of any requirement hereunder shall be deemed to be a specific limited waiver, and shall not be deemed to be a continuing waiver nor a waiver of any other requirement hereof.

34. ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this solicitation or resulting Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

1. Signed and fully executed separate Contract or Offer and Acceptance Sheet
2. Special Terms & Conditions of the Solicitation
3. General Terms & Conditions of the Solicitation
4. Statement or Scope of Work (SOW)
5. Specifications
6. Attachments
7. Exhibits
8. Instructions to Bidders
9. Other documents referenced or included in the Solicitation or Contract

35. PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or bidders for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

GENERAL TERMS AND CONDITIONS



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36. PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days except in Title 34 circumstances where payment is required within fourteen (14) days. Payment may be sooner where cash discounts are offered for early payment; however, cash discounts offered will not be considered in determining lowest Bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or Contractor to send invoice to the address specified below:

CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD, #210
SCOTTSDALE, ARIZONA 85251-4468

37. PRICE REDUCTION

If Contractor's, manufacturer, or supplier at any time during the course of this Contract, makes a general price decrease, to the Contractor, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

38. RECORDS AND AUDIT RIGHTS

Bidder's and Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract (all the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City of Scottsdale, or its authorized representative, to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims based on Bidder's or Subcontractor's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City of Scottsdale or its authorized representative shall have access to said Records from the effective date of this Contract for the duration of the work and until three (3) years after the date of final payment by the City of Scottsdale to Bidder pursuant to this Contract.

The City of Scottsdale or its authorized representative shall have access, during normal working hours, to all necessary Bidder and Subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this Article. The City of Scottsdale shall give Bidder or Subcontractor reasonable advance notice of intended audits.

Bidder shall require Subcontractors to comply with the provisions of this Article by insertion of the requirements hereof in any Subcontract pursuant to this Contract.

GENERAL TERMS AND CONDITIONS



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38. RECORDS AND AUDIT RIGHTS – CONT'D

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total Contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

39. REGISTERED/LICENSES

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

40. REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.IRS.gov under their forms section.

41. RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein.

The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

42. SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are **registered marks and are reserved solely for the City's use**. Any other use or **reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited**. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

GENERAL TERMS AND CONDITIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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43. SEVERABILITY

If any provision of the Contract documents or the application of them to any person or circumstance is invalid, illegal or unenforceable to any extent, the remainder of the Contract documents and their application will not be affected and are enforceable to the fullest extent permitted by law.

44. SUCCESSORS AND ASSIGNS

No right or interest covered by this Contract shall be assigned in whole or in part without the prior written consent of the City.

The Contractor and the City agree that the provisions of the Contract documents are binding upon the parties, their employees, agents, heirs and assigns. This Contract extends to and is binding upon the Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which the Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which the Contractor sells its assets.

45. TERMINATION

Termination for Convenience: City reserves the right to terminate this Contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and Subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination.

Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this Contract.

Cancellation for Cause: City may also terminate this Contract or any part hereof with seven (7) days' notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this Contract. Late deliveries, deliveries of products which are defective or do not conform to this Contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this Contract for cause.

In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this Contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately upon giving notice to the Contractor.

GENERAL TERMS AND CONDITIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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46. TESTING OF MATERIALS

When required in the course of any service or Contract, the procedures and methods used to sample and test material, will be determined by the City. Unless otherwise specified, samples and tests will be made in compliance with the following: The City of Scottsdale Minimum Sampling Frequency Guide, The City of Scottsdale Material Testing Manual and the standard methods of AASHTO or ASTM, DSPM and MAG supplements.

The City will provide a pre-qualified City or Independent Testing Laboratory and will pay directly for initial City Acceptance Testing. When the first and subsequent tests indicate noncompliance with the specifications, the cost associated with that noncompliance will be paid for by the Contractor. When the first and subsequent tests indicate noncompliance with the specifications, all retesting will be performed by the same testing agency.

Rejected materials shall be immediately removed and shall not be used in any form for any other part of the work.

47. TIME IS OF THE ESSENCE

The City and the Contractor mutually agree that time is of the essence with respect to the dates and times contained in the Contract documents.

48. WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know, the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

SPECIAL TERMS AND CONDITIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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5. FUEL SURCHARGES

Fuel surcharges shall NOT be allowable during the term of this Contract.

6. INVOICING

All invoices submitted for work done under the scope of this Contract **MUST BE ITEMIZED**. Itemized invoices shall contain a **MINIMUM** of the following information:

- Vendor Name
- Remit to Address
- Purchase Order Number
- Invoice Date
- Invoice Number
- Date service/work was completed
- Complete description of work completed
- Location where service/work was performed
- Itemized list of all charges (quantity, description, unit pricing per the contract)
- Tax Amount (if applicable)
- Total Invoice Amount

The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

7. PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the anniversary date of the Agreement. Failure to do so may result in the denial of any increase requested.

A requested price increase will become effective only after approval by the Contract Administrator and the Purchasing Director. Once approved the price increase will be adjusted into a new base price for the remainder of the contract period. Any future requested price increases to the base price will only be reviewed at annual renewal time and require the approval of the Contract Administrator and Purchasing Director.

The proposed increased rate shall be based upon presentation by the Contractor and review by the Contract Administrator; however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed the percent in the U.S. City Average "Consumer Price Index" (C.P.I.) All Items, 1982-84=100 for All Urban Consumers for the Percentage Change from the previous twelve (12) months, as published by the U. S. Department of Labor Bureau of Labor Statistics.

SPECIAL TERMS AND CONDITIONS



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8. **PRICING**

Pricing shall be listed on the Pricing Proposal Form page. Prices quoted by the Offerors shall be applicable during the entire initial term of the Contract.

For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as requested on the Pricing Proposal Form herein. Offerors failing to comply with this requirement may be declared non-responsive.

All charges associated with this Contract **MUST** be shown on the Pricing Proposal Form returned by the Offeror or other supporting documentation. Any charges not listed on the Pricing Proposal Form or supporting documentation submitted with the Offeror's proposal shall not be allowed during the Contract period and any applicable extensions.

Unit prices quoted herein shall be all inclusive and include all pertinent additional fees normally associated with this type of service. This shall include, but not be limited to, environmental fees, shop supplies, clean-up, transportation, etc. No additional charges beyond the quoted unit price (except applicable sales tax) shall be allowed, unless authorized by the Contract Administrator before final invoicing.

Unit prices quoted shall be applicable for any quantity ordered by the City of Scottsdale, or differentiated on the Pricing Proposal Form or other supporting documentation.

The Offeror is strongly encouraged to offer additional pricing for related items, products and services, which are not specifically addressed as line items in this solicitation, but are directly related to the items and products requested by the City herein and offered by the Offeror. Additional items, products and services proposed pricing should be noted on the Pricing Proposal Form or a separate attachment to Offeror's submittal document.

9. **PURCHASING PROCEDURE**

All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities or work shall be rendered/are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order number, referenced on the invoice, may remain unpaid.

10. **QUALITY STANDARDS OF MATERIAL**

If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s)/services(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.

SPECIAL TERMS AND CONDITIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP #16RP038

11. QUANTITY

The estimated quantities that will be required during the initial term of this Contract are indicated on the Pricing Proposal Form contained herein.

The actual service requests, and service requests for future years may be more or less, and any quantities listed herein should be used for information purposes only.

12. SINGLE AWARD

The City of Scottsdale reserves the right to award this solicitation as deemed in the best interest of the City. While multiple awards are possible, the preferred procedure is to make a single award as a result of this solicitation process.

13. TERM OF AGREEMENT

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Acceptance of Offer/Notice of Award.

The City and Contractor may mutually agree to extend this Contract for four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator, concurrence of the Purchasing Director and/or City Council, depending on the Contract.

14. UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current Contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original Contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

15. WARRANTY REQUIREMENTS

All workmanship and materials provided under the scope of this solicitation shall be warranted for a **MINIMUM** of twelve (12) months.

ALL WARRANTIES SHALL START FROM THE CITY OF SCOTTSDALE IN SERVICE DATE.

All warranty items/issues/concerns shall be resolved at no charge to the City of Scottsdale. This shall include, but not be limited to, parts, labor, freight, travel, etc. All warranty items/issues/concerns shall be resolved within a time frame determined by the Contract Administrator.

The Contractor shall warranty all parts and services provided by a subcontractor just as if supplied directly by the Contractor.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP #16RP038

1.0 GENERAL INFORMATION

- 1.10 The City of Scottsdale invites sealed submittals from contractors for the purchase Fire Department Uniforms, alterations and miscellaneous accessories. The City's Fire Department has an ongoing requirement for the items indicated in this solicitation. The contract shall cover the purchase of new garments and all services for approximately 260 Fire Department employees. Common services include but are not limited to: measuring, tailoring/alterations, insignias, screen printing, patches, embroidery, returns/exchanges, and other services normally provided in the course of business for these types of purchases.
- 1.20 The City of Scottsdale intends to award a single contract to include all of the products listed in the solicitation. Offerors must submit pricing for all items in order to be considered responsive.
- 1.30 Offeror shall familiarize themselves with the nature and extent of the solicitation and resulting contract, adhere to the Scope of Work and product specifications sections, comply with all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect delivery, cost, progress or performance of the work.
- 1.40 Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the City is not required to make interpretations or correct detected errors in calculations.

2.0 CONTRACT ADMINISTRATION

- 2.10 The Contract Administrator shall be the Fire Department's Professional Services Deputy Chief, or designee. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract.

3.0 GENERAL CONTRACTOR QUALIFICATIONS

- 3.10 The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
- 3.20 The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.
- 3.30 The Offeror shall have a **MINIMUM** of three (3) consecutive years' experience in providing these types of products and services.
- 3.40 The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP #16RP038

3.0 GENERAL CONTRACTOR QUALIFICATIONS – CONT'D

- 3.50 Bidder shall have been conducting business within the Phoenix Metropolitan area for a **MINIMUM** of three (3) consecutive years.
- 3.60 The Contractor **MUST** have and maintain full time Company representation located in the Phoenix, Arizona metropolitan area, with the ability and authority to address all Contract issues that may develop.

4.0 GENERAL PRODUCT AND SERVICE REQUIREMENTS

- 4.10 All commodities furnished under the scope of this contract shall be new and shall be the standard product of a manufacturer, who is fully experienced, reputable, qualified and regularly engaged in the manufacture of the product to be furnished.
- 4.20 The inventory items listed herein are indicative to the types and sizes of Fire Department Uniforms currently used by the City of Scottsdale. The list is not to be construed as the complete inventory utilized by the City of Scottsdale, and it should not be construed as requiring the City of Scottsdale to purchase any specific items or quantities.
- 4.30 Safety Standards: All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Fire Protection Association, NIOSH, and ANSI.

4.30.1 The specifications include the following categories of clothing/accessories:

- UNIFORM TOPS – ALL PERSONNEL
- UNIFORM BOTTOMS – ALL PERSONNEL
- ACADEMY PACKAGE
- WINTER GEAR
- ACCESSORIES (INCLUDES FOOTWEAR)

4.30.2 Refer to the technical specification section for the description of each desired product.

5.0 PRE-APPROVED PRODUCTS AND ALTERNATE PRODUCTS

- 5.10 Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal", the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance, and desired characteristics. To submit products not identified in the solicitation, refer to the Instruction to Bidders, Approved Alternate section for additional information and instructions.
- 5.20 Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Offeror. The City reserves the right to reject proposals that the City deems unacceptable.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP #16RP038

5.0 PRE-APPROVED PRODUCTS AND ALTERNATE PRODUCTS – CONT'D

- 5.30 Refer to the Technical Specification Section for the list of pre-approved products for this solicitation and resulting contract. If the Offeror is planning to supply the products listed, for the purpose of this solicitation, the Offer DOES NOT have to submit a request for an approved alternate.
- 5.40 If the Offeror is planning to supply products not listed below, the Offeror must follow the procedure for “APPROVED ALTERNATES” as described in this Solicitation document.

6.0 CONTRACTOR RESPONSIBILITIES

- 6.10 Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein.
- 6.20 The Contractor shall have sufficient personnel, inventory and equipment to complete all work requests, as defined in this Solicitation, in the time frame required by the Contract Administrator.
- 6.30 Contractor personnel must have the knowledge and ability to hem various lengths of pants & oversized shirts prior to delivery and make alterations for better fitting uniforms as required.
- 6.40 Contractor personnel must sew all necessary City supplied patches to uniforms prior to delivery.
- 6.50 Contractor personnel must have knowledge of the contract pricing and web based uniform ordering solutions.

7.0 CLOTHING

- 7.10 **NO** obvious clothing logos are permitted. Small tags on shirt pockets or sleeve embroidered manufacturer logos that are tone on tone are permitted.
- 7.20 All clothing must be silkscreened or embroidered per the specifications listed on Attachment A, Logos and Location on clothing.
- 7.30 Patches provided by the City must be sewn on the appropriate location as designated.

8.0 PURCHASING PROCEDURE

- 8.10 All orders require a City of Scottsdale purchase order that will be communicated by phone, fax or e-mail. No parts or commodities are to be delivered without the issuance of a City of Scottsdale purchase order. Any invoices received from the Contractor without a City of Scottsdale purchase order on the invoice may remain unpaid.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP #16RP038

8.0 PURCHASING PROCEDURE – CONT'D

8.20 All shipments from the Contractor shall contain a priced packing slip or invoice. Shipments will be checked in by City Staff only. All priced packing slips **MUST** match the final invoice sent to the City of Scottsdale's Accounts Payable department.

9.0 ORDERS

9.10 The City of Scottsdale Fire Department will provide a listing of all current employee names and ranks as well as fax or email additional new employee names and ranks as they are hired. Rank changes will also be faxed or emailed to the Contractor to update records. Firefighters will be measured at the Contractor's facility for all orders and it will be the Contractor's responsibility to maintain the measurement records. It will be the employee's responsibility to report, via email or fax, any change in sizes they may have or be re-measured at the Contractor's facility for future orders. Orders will be placed by the individual employees on an as needed basis for specific items required.

9.20 The City will place an order for a package consisting of specific clothing outlined in the "Academy Package" for new recruits, which can be found in the Product Technical Specifications Section, Item #44. Recruits will be measured by the Contractor at the Contractor's facility and a Purchase Order will be provided for all packages. Recruits will be the only employees ordering a package.

9.30 If the Contractor is unable to provide all of the products stated in the Technical Specifications, it shall be Contractor's responsibility to find the appropriate means necessary to provide all items requested.

10.0 UNIFORM ORDERING/WEB BASED ORDERING SYSTEM

10.10 The Scottsdale Fire Department prefers to have one Contractor provide 100% of the items included in the solicitation. Contractor shall provide uniform items for 260+ employees.

10.20 Contractor shall provide and maintain a web based uniform ordering solution that can be accessed by any internet connected computer which includes individual password protected security.

10.30 Tracking Capability: Contractor shall monitor and furnish tracking capability to ensure that no employees exceed their annual allowance. The tracking system shall track each eligible employee's transactions and provide usage reports to the Contract Administrator, or designee. When employee exceeds the allotted allowance, Contractor's web-based system shall have the ability to separate the remaining balance to indicate the value of what employee owes out of pocket.

10.40 The Contractor will be responsible for tracking each active and inactive employee's orders and ensure that they do not exceed the annual uniform allowance allotted. Contractor shall be responsible for providing real time individual purchase history and account balances in a pipe delimited text formatted file (see SAMPLE attachment D) that is electronically transferred weekly by Contractor to a City of Scottsdale maintained FTP site.

10.50 City of Scottsdale will provide file layout and list of employees (COS_ID, last name and first name) to successful Contractor.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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10.0 UNIFORM ORDERING/WEB BASED ORDERING SYSTEM – CONT'D

10.60 Attachments Description and Requirement Information

- a. Attachment A - Logos and location on clothing: This attachment displays the City approved logo options for clothing products. In addition, the pictures also depict the location where the logos shall be applied. The following options will apply as identified in certain products within the Technical Specifications.
- b. Attachment B - Approved Embroidery options for Headwear: This attachment displays the City approved embroidery options for headwear. The following embroidery options will apply as identified in certain products within the Technical Specifications.
- c. Attachment C - Uniform Ordering form (SAMPLE): Employees will have access to a web based order form application (see SAMPLE attachment C) maintained by the Contractor. The Order form will be submitted by the Contractor and Fire Department Administrator via email.
- d. Attachment D - (Account Tracking SAMPLE): The Contractor will be responsible for tracking each active and inactive employee's orders and ensure that they do not exceed the annual uniform allowance allotted. Contractor shall be responsible for providing real time individual purchase history and account balances in a pipe delimited text formatted file (see attachment D) that is electronically transferred weekly by Contractor to a City of Scottsdale maintained FTP site. City of Scottsdale will provide file layout and list of employees (Cos_ID, last name and first name) to successful Contractor. Contractor shall be responsible for demonstrating this web-based capability at a specified time/place.

10.60.1 Employees shall also have the ability to walk in and order items at the Contractor's facility. Contractor must provide the employee a web-based connection for the employee to order items while in the Contractor's store, using the password protected security.

10.60.2 Employees shall have the ability to view their individual balance. Balance shall display real-time purchase history information and real-time account balances.

11.0 LOCAL FACILITY REQUIREMENTS

11.10 The successful Contractor must maintain a local facility for the full term of this contract. The facility must allow employees to choose from the specified selection of uniforms contained within this bid and to try on uniforms for fitting and sizing accuracy. The local facility must be open a minimum of 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding holidays. The facility location must be within the Phoenix Metropolitan area.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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12.0 CLOTHING ALLOWANCE

- 12.10 Employees are issued a clothing allowance each fiscal year which runs from July 1st through June 30th. Employees will purchase items from this contract on an as needed basis, typically from July 1st through February 28th. The successful Contractor will be provided with the dollar value of the employees allowance upon award of contract.
- 12.20 When employee goes over allotted allowance, Contractor's web-based system shall have the ability to separate the remaining balance to indicate the value of what employee owes out of pocket.

13.0 FIRE ACADEMY

- 13.10 Fire Academy employee uniforms will be purchased as one package using one purchase order for all recruits and will be purchased once a year (COS hiring dependent). Quantity will vary depending on the number of recruits. The list of employees will be provided to the Contractor by the Fire Department. Academy recruits will go to the Contractor's location for sizing. These orders must be filled within 30 calendar days.

14.0 INVENTORY

- 14.10 The successful Contractor must keep in stock a minimum of three (3) items for the items contained within this bid. The on-hand inventory shall include three (3) items for each size identified per product (i.e. 3 Small, 3 Medium, 3 Large, 3 XX Large, etc.). At the conclusion of this contract the City guarantees to purchase these items, as long as quantities do not exceed (3) of each size.
- 14.20 Orders requiring to be silkscreened, embroidered, or other services will be identified after the order is placed. The City anticipates this will shorten the time required for employees to receive completed uniforms and allow the purchase of items required on short notice, since City Fire Department employees will be placing individual orders.
- 14.30 The on-hand inventory will also provide the employees the ability to inspect an item prior to ordering for product quality, sizing and fitting.
- 14.40 If sufficient quantities are not in stock, delivery must be made within fifteen (15) calendar days after order is placed. It is understood that unusual sizes may take longer to deliver. These items must be delivered within thirty (30) days of order.

15.0 ALTERNATION/MEASUREMENT

- 15.10 The Contractor shall provide uniform measurement, alternations/tailoring on site for all orders at no extra charge to the City, or the employee. The Contractor shall provide the manufacturer's maximum shrink allowance measurements for all 100% cotton uniform items with bid. Contractor's facility shall provide a secure fitting room for employees to ensure proper fit of uniform garments.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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15.0 ALTERNATION/MEASUREMENT – CONT'D

15.20 Any tailoring requirements will be done at the time the employees come in to pick up uniforms. If tailoring is required, the Contractor will notify the employee when the tailoring is complete so that the employee can pick up the completed product(s).

16.0 SCREENING, EMBROIDERY & INSIGNIAS

16.10 The City of Scottsdale will provide camera ready, color separated artwork e-mailed to the successful Contractor. Attachment A is a copy of the logos and location on clothing. Attachment B is a copy of approved embroidery options for headwear. Specific items of clothing identified on the Academy Package (Product Technical Specifications, Item #44), will require silk-screening or embroidery as specified. Contractor will also be required to silkscreen/embroider the employees first and last name and rank on polo shirts, t-shirts, sweatshirts and job shirts as specified. If the silk-screening and/or embroidery is subcontracted, successful Contractor will remain responsible for all aspects of the quality and accuracy.

16.20 **NO** setup screen charges or embroidery digitizing charges will be permitted on this contract. Successful Contractor may be required to submit a sample of the embroidered Fire Department logo and silkscreened Fire Department logo and verbiage prior to production. Silkscreen and embroidery colors will be one color – white. Embroidery colors on approved headwear items will be two colors – PMS 200 red, metallic thread gold, and white. Fire Department personnel will meet with the successful Contractor to choose specific threads. Dimensions of insignias will be given to the Contractor after contract has been awarded.

17.0 PATCHES

17.10 Contractor may request to maintain a stock of department patches, for department use only, from the Contract Administrator. The Contract Administrator, or designee, shall determine whether permission to stock patches will be granted to the Contractor. Contract Administrator will be responsible for determining the quantity and delivery of patches to the Contractor. Employees will instruct the Contractor on what patches/insignia are to be used. Patches will be chain stitched 1 inch below the top shoulder seam of the sleeve and centered on the outer facing of the sleeve. Contract Administrator will provide Contractor with a copy of department's Uniform Policy. Contractor will be responsible to any damage to patches that occurs while in their possession.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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18.0 SUBSTITUTE ITEMS

18.10 In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A formal notice from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer which names the replacement product or model.
- Documentation which provides clear and convincing evidence that the replacement product meets or exceeds all specifications required by the original solicitation.
- Documentation which provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

19.0 DELIVERY / ORDER DISTRIBUTION (SHIPPING/PICK UPS)

19.10 Successful Contractor will deliver all items ordered by employees to the City of Scottsdale Warehouse, 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **UNDER NO CIRCUMSTANCES ARE ANY ITEMS TO BE SHIPPED TO AN EMPLOYEES HOME ADDRESS.** All items delivered to the Warehouse will be packaged and sealed in a clear plastic bag with a copy of the invoice detailing the contents inside and the employee's name clearly visible. Each employee's order is to be packaged separately, however; multiple orders may be shipped together.

19.20 Employees may pick up items at the Contractor's facility with prior approval of the Contract Administrator or designee. Exception to shipping order(s) would be if the employee specifically states they will pick up the items at the time of placing order.

19.30 If any of the products are back ordered, the Contractor shall not delay distribution of available clothing/items to the employee. The employee will have the option to pick up a partial order or wait until the entire order is ready for pick up.

20.0 WARRANTY

20.10 Contractor shall state warranties for all items bid. All pants and all shirts must be under warranty to resist fading for one (1) year. Contractor shall state the warranty for all other items. Items not meeting the stated warranty shall be replaced by the Contractor at no charge to the City.

21.0 RETURNS

21.10 The Contractor must handle all returns and exchanges during the warranty period. The Contractor shall submit a written return/exchange and warranty policy with the proposal submittal.

- A written return/exchange and warranty policy; and
- A written dispute resolution procedure.

SCOPE OF WORK



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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22.0 MONTHLY REPORTING

22.10 Monthly Reporting: Contractor shall send monthly reports of expenditures to the Fire Department Contract Administrator, or designee. Monthly reports shall be emailed to the Contract Administrator and submitted by the 10th of every month. The reports shall include the prior month's information, and at a minimum, shall include:

- Prior month's expenditures, employee expenditures and balances, etc.
- Shall indicate if order was filled in full or if it was a partial order.
- Partial Orders shall indicate # of items on back order, and if the order was retained or partially shipped.

23.0 INVOICING

23.10 Invoices must be submitted for each purchase and invoices must include a copy of the order form clearly listing the employees name and items purchased as well as contract pricing. Invoices must also contain the purchase order number that will be provided at the beginning of each fiscal year. The purchase order will be for all individual purchases made by the employees. The Contractor shall submit invoices with all supporting documentation within thirty (30) days after the service/work is completed and approved by the Contract Administrator.

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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All Quantities listed are estimates for bidding purposes and not promises for future orders. All items must be NEW.

UNIFORM TOPS – ALL PERSONNEL

Casual Apparel (Items 1-8)

1) POLO SHIRT WITH POCKET

BRAND:	Blauer 8134X, Port Authority, or approved alternate
SIZES:	1A) Sizes Small – Extra Large (XL) – SCREENED 1B) Oversize/Tall - SCREENED
COLOR:	Navy
SPECIFICATIONS:	100% cotton, pocket in Left Crest, 6.7 oz. to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.

2) LONG-SLEEVE POLO SHIRT WITH POCKET

BRAND:	Blauer 8144X, Port Authority, or approved alternate
SIZES:	2A) Sizes Small – Extra Large (XL) – SCREENED 2B) Oversize/Tall - SCREENED
COLOR:	Navy
SPECIFICATIONS:	100% cotton, pocket in Left Crest, 6.7 oz. to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.

3) NON-SWORN POLO SHIRT WITH POCKET

BRAND:	Blauer 8144X, Port Authority, or approved alternate
SIZES:	3A) Sizes Small – Extra Large (XL) – SCREENED & EMBROIDERED 3B) Oversize/Tall - SCREENED & EMBROIDERED
COLOR:	Black
SPECIFICATIONS:	100% cotton, pocket on Left Crest, 6.7 oz. or heavier polo shirt to be screened with logo, name, and title.

4) LONG-SLEEVE T-SHIRT WITH POCKET

BRAND:	Blauer 8124, Hanes, or approved alternate
SIZES:	4A) Sizes Small – Extra Large (XL) – SCREENED 4B) Oversize/Tall - SCREENED
COLOR:	Navy
SPECIFICATIONS:	100% cotton, 6.1 oz. or heavier t-shirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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5) SHORT-SLEEVE T-SHIRT WITH POCKET

BRAND:	Blauer 8121-1, Hanes, or approved alternate
SIZES:	5A) Sizes Small – Extra Large (XL) – SCREENED 5B) Oversize/Tall - SCREENED
COLOR:	Navy
SPECIFICATIONS:	100% cotton, 6.1 oz. or heavier t-shirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.

6) JOB SHIRT

BRAND:	Blauer 4630X, Elbeco, or approved alternate
SIZES:	6A) Sizes Small – Extra Large (XL) – SCREENED 6B) Oversize/Tall - SCREENED
COLOR:	Navy
SPECIFICATIONS:	100% cotton, sport collar with zipper, color matched reinforced elbow patches and cuffs, storage pockets with zippers, hand warmer pockets, reinforced elastic waist. Shirt to be screened with logo, name, and rank on right crest (rank above logo), billboard on back.

7) SWEATSHIRT

BRAND:	Blauer, Hanes, or approved alternate
SIZES:	7A) Sizes Small – Extra Large (XL) – SCREENED 7B) Oversize/Tall - SCREENED
COLOR:	Navy
SPECIFICATIONS:	Pull over, 90% cotton, 10% polyester or 100% cotton, 10 oz., set in sleeves, crew neck sweatshirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.

8) SWEATSHIRT – Hooded with Front Zipper

BRAND:	Blauer, Hanes, or approved alternate
SIZES:	8A) Sizes Small – Extra Large (XL) – SCREENED 8B) Oversize/Tall - SCREENED
COLOR:	Navy
SPECIFICATIONS:	Hooded, front zipper, navy color, 90% cotton, 10% polyester or 100% cotton, 10 oz., set in sleeves sweatshirts to be screened with logo, name, rank, sleeve (paramedic patch) and back billboard.

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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Dress/Formal Apparel (Items 9-13)

9) DRESS SHIRTS – SHORT SLEEVE

BRAND:	Elbeco CA66/16, or approved alternate
SIZES:	9A) 14-20 (Including ½ sizes) 9B) Oversize/Tall
COLOR:	White
SPECIFICATIONS:	65% polyester, 35% cotton, badge tab above left pocket, badge tab and name tag reinforcements, (optional) city patch on left sleeve.

10) DRESS SHIRTS – LONG SLEEVE

BRAND:	Elbeco CA99, or approved alternate
SIZES:	10A) 14-20 (Including ½ sizes) 10B) Oversize/Tall
COLOR:	White
SPECIFICATIONS:	65% polyester, 35% cotton, badge tab above left pocket, two button adjustable cuff, badge tab and name tag reinforcements, (optional) city patch on left sleeve

11) DRESS UNIFORM SHIRTS – LONG SLEEVE

BRAND:	Flying Cross, or approved alternate
SIZES:	11A) Small – XXX Large
COLOR:	Navy Blue
SPECIFICATIONS:	4.5 oz. Nomex Aramid Fiber, sewn-in military creases, placket front with concealed snap closure and false button, patch pockets with Velcro flaps and false buttons, shoulder epaulets, badge tab, badge tab and name tag reinforcements, city patch on left shoulder, paramedic patch on right shoulder (upon request)

12) NOMEX UNIFORM SHIRTS – SHORT SLEEVE

BRAND:	Flying Cross, or approved alternate
SIZES:	12A) Small – XXX Large
COLOR:	Navy Blue
SPECIFICATIONS:	4.5 oz. Nomex Aramid Fiber, sewn-in military creases, placket front with concealed snap closure and false button, patch pockets with Velcro flaps and false buttons, shoulder epaulets, badge tab, badge tab and name tag reinforcements, city patch on left shoulder, paramedic patch on right shoulder (upon request)

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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13) CHIEF OFFICER DRESS UNIFORM COAT

BRAND:	Flying Cross 17B8696C, or approved alternate
SIZES:	13A) Various (Contractor to indicate sizes available for purchase)
COLOR:	Midnight Navy Blue
SPECIFICATIONS:	Double breasted design. Coats to have gold metallic buttons, gold metallic stripes on sleeves and gold metallic maltese crosses for each 5 years of service embroidered on right sleeve

UNIFORM BOTTOMS – ALL PERSONNEL

Casual Apparel (Items 14-22)

14) PT SWEATPANTS WITH POCKETS

BRAND:	Russell Athletics, or approved alternate
SIZES:	14A) Medium – Extra Large (XL) – SCREENED 14B) Oversize/Tall - SCREENED
COLOR:	Navy
SPECIFICATIONS:	50% cotton, 50% polyester, 9.3 oz., elastic waist with draw cord, elastic cuffs, with pockets sweatpants to be screened with Billboard logo on right leg 7” below waistband.

15) PT SHORTS WITH POCKET

BRAND:	Russell, Anvil, or approved alternate
SIZES:	15A) Medium – Extra Large (XL) 15B) Oversize/Tall
COLOR:	Navy
SPECIFICATIONS:	100% cotton, with pockets, elastic waistband with inside drawstring, 7–7 1/2” inseam. Shorts to be screened with 3 1/4" L x 2" H, Billboard logo above hem on right leg.

16) PT SHORTS WITHOUT POCKET

BRAND:	Russell, Anvil, or approved alternate
SIZES:	16A) Medium – Extra Large (XL) 16B) Oversize/Tall
COLOR:	Navy
SPECIFICATIONS:	100% cotton, without pockets, elastic waistband with inside drawstring, 7 – 7 1/2” inseam. Shorts to be screened with 3 1/4" L x 2" H, Billboard logo above hem on right leg.

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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17) STATION SHORTS

BRAND:	Blauer 8241 (male) / Blauer 8241W (female), or approved alternate
SIZES:	17A) Medium – Extra Large (XL) 17B) Oversize/Tall
COLOR:	Navy
SPECIFICATIONS:	100% cotton, heavy-duty 15 oz., four pocket station short.

18) CARGO SHORTS

BRAND:	Blauer 8245 (male) / Blauer 8245W (female), or approved alternate
SIZES:	18A) Medium – Extra Large (XL) 18B) Oversize/Tall
COLOR:	Navy
SPECIFICATIONS:	100% cotton, heavy-duty 15 oz., six pocket station short.

19) CARGO STATION PANTS

BRAND:	Blauer 8215 (male) / Blauer 8215W (female), Lion BDU 235, or approved alternate
SIZES:	19A) Medium – Extra Large (XL) 19B) Oversize/Tall
COLOR:	Navy
SPECIFICATIONS:	100% cotton, heavy-duty 15 oz. or heavier six pocket station pant.

20) STATION PANTS

BRAND:	Blauer 8250 (male) / Blauer 8250W (female), Lion BDU 235, or approved alternate
SIZES:	20A) Medium – Extra Large (XL) 20B) Oversize/Tall
COLOR:	Navy
SPECIFICATIONS:	100% cotton, heavy-duty 15 oz. or heavier four pocket station pant.

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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21) NOMEX STATION PANTS

BRAND:	Flying Cross 98200, Lion 2101A, or approved alternate
SIZES:	21A) Medium – Extra Large (XL) 21B) Oversize/Tall
COLOR:	Navy
SPECIFICATIONS:	4.5 oz. Nomex Aramid Fiber quarter top pockets, tab on left hip pocket, and oversize belt loop for belts up to 1-3/4" wide.

22) COVER PANTS

BRAND:	Fire-Dex's Stedair Cover Pant, or approved alternate
SIZES:	22A) Medium – XXX Large (XXXL)
COLOR:	Navy
SPECIFICATIONS:	<p>The outer shell shall be constructed of NOMEX® IIIA with an approximate weight of 7.5 ounces per square yard, shall be of plain weave construction, and treated with a water repellent finish. The color of the fabric shall be navy. All seams joining the body panels shall be double needle serged in construction. All thread shall be 100% Nomex thread. (No chain stitching shall be allowed due to the chance of unraveling if one stitch is broken.) The pant shall incorporate a 2-inch elastic waistband. The top of the outer shell panels shall be folded over the elastic band and shall be sewn with 2 rows of stitching and seven belt loops. A semi bellows pocket, measuring approximately 8" x 8" x 2", shall be double stitched to each front panel. One rust resistant brass drainage eyelets shall be installed in the bottom of each pocket. The pocket flaps shall be constructed of outer shell material and measure approximately 3" wide by 10" long. One 1 1/2" x 2 squares of Velcro fastener tape shall be used on each pocket and flap to provide even closure. The upper corners of each pocket shall be bar tacked for reinforcement. Both pant legs shall have leg adjusters starting on the front enter seam with hook and loop covered with outer shell material (2) 7"X9"X1". The trim pattern shall be 2-inch Scotchlite™ lime silver triple trim and shall be placed as follows: one 2" strip around each pant cuff. Knees will have an additional single layer of closed cell foam thermal padding sewn between the outer shell and reinforcement to enhance thermal protection. The size of the knee patch shall be 10" x 8". The knee will have a sewn in "X" for reinforcement. Each pant shall have an external fly flap constructed of two layers of outer shell material. The fly flap shall be a continuous part of the left front body panel beginning at the waist and extending down to a depth of approximately 12". The flap shall be approximately 5" wide at the top, tapering down to width of approximately 3" at the bottom where it shall be bar tacked to the outer shell for strength and durability.</p>

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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Dress/Formal Apparel (Item 23-25)

23) DRESS UNIFORM PANTS

BRAND:	Lion 130/33R, or approved alternate
SIZES:	23A) Various (Contractor to indicate sizes available for purchase)
COLOR:	Navy
SPECIFICATIONS:	65% polyester, 35% cotton four pocket pant.

24) DRESS UNIFORM SKIRT

BRAND:	Elbecco, or approved alternate
SIZES:	24A) Various (Contractor to indicate sizes available for purchase)
COLOR:	Midnight Navy Blue
SPECIFICATIONS:	65% polyester, 35% cotton.

25) CHIEF OFFICER DRESS UNIFORM PANTS

BRAND:	Flying Cross 48200, or approved alternate
SIZES:	25A) Various (Contractor to indicate sizes available for purchase)
COLOR:	Midnight Navy Blue
SPECIFICATIONS:	7.7 oz. per square yard Twill weave

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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ACCESSORIES (Includes Footwear)

Head Wear (Items 26-30)

26) HONOR GUARD UNIFORM HAT

BRAND:	Semtry Uniform Cap Company SENF303, or approved alternate
SIZES:	26A) Various (6-9 in ¼ inch increments)
COLOR:	Navy
SPECIFICATIONS:	Hat shall have metallic band and buttons.

27) KNIT WATCH CAP WITH EMBROIDERED LOGO AND SCOTTSDALE FIRE

BRAND:	Otto CP94, or approved alternate
SIZES:	27A) One Size
COLOR:	Navy
SPECIFICATIONS:	Low profile, wool blend, constructed with approved Scottsdale Fire Department embroidery with the following options: Option A. Hat Logo 1 - all white Option B. Hat Logo 2 - see attachment for colors Option C. Hat Logo 3 - see attachment for colors

28) BALL CAP WITH EMBROIDERED LOGO AND SCOTTSDALE FIRE

BRAND:	Flex Fit 6-panel, or approved alternate
SIZES:	28A) One Size
COLOR:	Navy
SPECIFICATIONS:	Low profile, wool blend, constructed with approved Scottsdale Fire Department embroidery with the following options: Option A. Hat Logo 1 - all white Option B. Hat Logo 2 - see attachment for colors Option C. Hat Logo 3 - see attachment for colors

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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29) BOONIE HAT WITH EMBROIDERED LOGO AND SCOTTSDALE FIRE

BRAND:	Tru-Spec Hat, Sun Hot Weather Type II, or approved alternate
SIZES:	29A) Small - XL
COLOR:	Navy
SPECIFICATIONS:	Low profile, wool blend, constructed with approved Scottsdale Fire Department embroidery with the following options: Option A. Hat Logo 1 - all white Option B. Hat Logo 2 - see attachment for colors Option C. Hat Logo 3 - see attachment for colors

30) VISOR WITH EMBROIDERED LOGO

BRAND:	Otto 5569, or approved alternate
SIZES:	30A) Small through XXL (or in increments)
COLOR:	Navy
SPECIFICATIONS:	Low profile, wool blend, constructed with approved Scottsdale Fire Department embroidery with the following options: Option A. Hat Logo 1 - all white Option B. Hat Logo 2 - see attachment for colors Option C. Hat Logo 3 - see attachment for colors

Foot Wear (Items 31-35)

31) DRESS SHOE

BRAND:	Thorogood THO834-6100, or approved alternate
SIZES:	31A) Various
COLOR:	Black
SPECIFICATIONS:	Polished leather dress shoe, plain toe, in a high gloss finish.

32) TENNIS SHOE

BRAND:	No specific brand (shall be all black, including logos)
SIZES:	33A) Various
COLOR:	Black
SPECIFICATIONS:	Specifications as determined by vendor's submittal for this item.

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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33) WORK BOOTS

BRAND:	Redback, Thorogood, Dr. Martin, SW Eagle, Pro Warrington, Red Wing, or approved alternate.
SIZES:	34A) 4-15, Various Widths
COLOR:	Black
SPECIFICATIONS:	Leather, Safety toe, 4, 6, or 8-inch ankle height. Side zipper option. Must meet ANSI Z41.1 Safety Shoe Standard

34) TRT TRAIL BOOT

BRAND:	Hi Tech, Lowe, Oboz, Merrills, or approved alternate.
SIZES:	34A) 4-15, Various Widths
COLOR:	Brown / Khaki
SPECIFICATIONS:	Non-Steel Toe, Non-Composite Toe, Mid-high (above the ankle)

35) WILD LAND SAFETY BOOT

BRAND:	Red Wing, Heix, or approved alternate.
SIZES:	35A) 4-15, Various Widths
COLOR:	Brown / Khaki
SPECIFICATIONS:	8 inch high all leather lace up, No steel toe or shank heavy lug sole

Miscellaneous (Items 36-40)

36) HONOR GUARD UNIFORM HAT BADGE

BRAND:	N/A
SIZES:	36A) Various
COLOR:	N/A
SPECIFICATIONS:	Threaded posts, gold or silver depending on rank

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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37) TIES

BRAND:	Samuel Broom, or approved alternate.
SIZES:	37A) One Size
COLOR:	N/A
SPECIFICATIONS:	Clip-on, tie and crossover.

38) BELT - LEATHER

BRAND:	Chambers 6010, or approved alternate
SIZES:	38A) Various
COLOR:	Black
SPECIFICATIONS:	Black smooth full-grain leather, Cowhide leather, metal buckle, D style in silver or gold color – depending on rank.

39) BELT - NYLON

BRAND:	Wilderness WTP25-2-01, Webbind, or approved alternate
SIZES:	39A) Various
COLOR:	Black
SPECIFICATIONS:	Black, nylon, Class 1 harness, metal D-Ring buckle, and Velcro fastener.

40) EXTRICATION GLOVES

BRAND:	Ringers #323, or approved alternate
SIZES:	40A) S - XXL
COLOR:	Contractor to indicate available colors they offer.
SPECIFICATIONS:	Waterproof and breathable Hipora barrier, 3M reflective fabric, molded thermal plastic rubber, elastic cuff, Kevlar palm and stitching

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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WINTER APPAREL

Winter Wear (Items 41-43)

41) WINDBREAKERS

BRAND:	Port and Company JP71, or approved alternate
SIZES:	41A) Med – XL (Screened) 41B) Oversize/Tall (Screened)
COLOR:	Navy
SPECIFICATIONS:	Nylon shell with flannel lining. Windbreakers to be screened white with logo, name, rank, sleeve (paramedic patch) and back billboard.

42) DUTY JACKET

BRAND:	Flying Cross 59130, or approved alternate
SIZES:	42A) Med – XXXL
COLOR:	Navy
SPECIFICATIONS:	Reinforced badge tab at left crest. Sew on City supplied Fire Department patch on left sleeve. Paramedic patch on right sleeve, (if applicable).

43) FLEECE-LINED JACKET

BRAND:	Tri Mountain #8800, or approved alternate
SIZES:	43A) Med – XL 43B) Oversize/Tal
COLOR:	Navy
SPECIFICATIONS:	Jackets to be embroidered white with logo and rank (above) at right crest. First name, last name embroidered on right crest. Department billboard embroidered on back).

PRODUCT TECHNICAL SPECIFICATIONS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

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ACADEMY PACKAGE

44) ACADEMY PACKAGE

Combination of specified items that employees entering a recruit academy will receive as a uniform package. Products Brand and Specifications are identified within the Uniform Specifications for each item listed below.

BRAND:	Brands are identified within the Uniform Specifications for each item listed below.	
SIZES:	Various – Contractor to measure new recruits and provide items according to individuals’ sizes/measurements.	
COLOR:	Various (see specifications below)	
SPECIAL REQUIREMENTS:	Red T-Shirts shall be silkscreened; Fire Department Logo – Right Crest – “FIREFIGHTER RECRUIT” above crest logo in white Employee first and last name – Left Crest Fire Department Verbiage – Full Back Duty Shirts will have City supplied Fire Department patches sewn on left sleeve, Sweatshirts, sweatpants and PT Shorts will be silkscreened as specified.	
<u>ITEM LIST:</u>	<u>QUANTITY /</u>	<u>DESCRIPTION</u>
1.	10	Short Sleeve red t-shirts
2.	2	Long Sleeve red t-shirt
3.	1	Blue Dress Uniform Long Sleeve
4.	1	Dress Uniform Pant/Skirt
5.	1	Tie
6.	1	Dress Belt
7.	2	Nomex Duty Shirt Short Sleeve
8.	2	Nomex Duty Pants
9.	5	Cotton Duty Pants
10.	1	Rescue Belt
11.	2	Sweatshirt
12.	1	Sweatpants
13.	4	PT Shorts
14.	2	Baseball Hat

SUBMITTAL REQUIREMENTS CHECKLIST



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

NOTICE: Bidders are not required to return a copy of the solicitation and/or any addenda issued by the City of Scottsdale, with your submittal. Please review the submittal requirements below for the list of information to be included with your submittal.

It is preferred that all submittals be prepared on 8½" X 11" paper and printed on one (1) side only. Foldout pages should be kept to a minimum. Bidders are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed below.

The Bidder's submittal should not exceed be a **MAXIMUM of number (40)** pages in length (single sided 8½" X 11" paper).

To constitute a valid responsive proposal by the Bidder to this solicitation, the Bidder's submittal **MUST** include a **MINIMUM** of the following items:

- Proposal/Proposal Copies** – Identify and submit one (1) **unbound original proposal** and five (5) copies. Proposal copies may be bound if the Bidder so desires.
- Offer/Acceptance Document (COS Form)** – Complete Offer portion of the document, signed in ink.
- Firm and Staff Qualification Summary Letter** - The Offeror shall submit a Firm and Staff Qualification summary letter which shall illustrate the Offeror's understanding of the objectives of this solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror and employee's abilities to successfully complete the scope of work represented in this solicitation. The Firm and Staff Qualifications document shall include, at a **MINIMUM**, of the following items:

FIRM:

- Offeror's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Offeror has been doing business in the Phoenix/Scottsdale Metropolitan area (minimum of 3 consecutive years required).
- Offeror's document shall demonstrate previous experience performing similar services to the size and scope of the work identified herein.
- Offeror's document shall contain a comprehensive description of all products, and services that shall be provided.
- Offeror's document shall include information about the facility location, hours of operations, address, and a description of services, products that are available at this location, etc.

STAFF:

- Offeror's document shall contain an organizational chart that identifies key project personnel by name, and title.
- Clearly indicate the Project Manager who will have day-to-day responsibilities for the duration of the contract. State also the action plan for replacement of key personnel assigned to the City of Scottsdale project.
- Include a one (1) page resume of key personnel which will be assigned to this contract. Summarize their experience, qualifications and accomplishments for the past two (2) years.

SUBMITTAL REQUIREMENTS CHECKLIST – CONT'D



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

- Project Approach** – Offeror’s document shall demonstrate an understanding of the product and service requirements, and goals identified herein for this contract. Provide a basic overview for the accomplishment of these goals, and address a **MINIMUM** of the following key areas:
 - Offeror’s document shall contain a synopsis of the firm’s understanding of the required products and services. Discuss your understanding of Specifications, and your ability to provide the required products.
 - Discuss your ability to provide the specified alteration services needed.
 - Explain the functionality of your firm’s web-based system, and how the system complies with the requirements as identified by the City.
 - Describe your compliance with the City’s required warranty. The contractor shall submit a written return/exchange and warranty policy with the submittal. The contractor shall submit a dispute resolution procedure.
 - Discuss your understanding of the Shipping / Delivery requirements and required by the City. Explain your process regarding partial orders (will partial orders ship, wait until full order is ready to ship/deliver, etc.).
 - Discuss your ability to meet the stated timeframes for products not on-hand.
 - Offeror’s document shall identify the key issues and potential obstacles with respect to the scope of work identified herein as it relates to both products and/or services. Offer’s documents should provide a basic methodology to address and overcome all identified issues and obstacles.
- Exceptions** – Offeror shall include all exceptions taken in regards to terms and conditions as specified in this solicitation document. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified. Exceptions taken by the Offeror shall be used in the evaluation process.
- Bidder Questionnaire Form – Company Information (COS Form)** – Fully completed Bidder Questionnaire Form.
- Reference List (COS Form)** – Offeror’s proposal shall list a **MINIMUM** of three Arizona customers as references, excluding the City of Scottsdale, for whom your company has provided similar products, similar to the size and scope of the work identified herein.
- General Disclosure Form (COS Form)** – Fully completed General Disclosure Form, signed in ink.
- Litigation Disclosure Form (COS Form)** – Fully completed Litigation Disclosure Form, signed in ink.
- Pricing Proposal Form(s) (COS Form)** – Fully completed Pricing Proposal Form(s).

NOTE:

“Please ***do not*** return a copy of the solicitation/addenda(s) with your proposal/submittal. Return only the required documents as referenced on the Submittal Checklist.”

All submittals are to be completed on the City of Scottsdale (**COS**) forms without any alterations; failure to do so may result in your submittal being rejected.



OFFER AND ACCEPTANCE

City of Scottsdale
 Purchasing Division
 9191 E. San Salvador Dr.
 Scottsdale, AZ 85258
 Phone: 480-312-5700 – Fax: 480-312-5701

SOLICITATION #	16RP038	SOLICITATION TITLE:	Fire Department Uniforms and Accessories
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OFFER

TO THE CITY OF SCOTTSDALE:

The undersigned hereby offers and agrees, in accordance with the undersigned's written offer submitted in response to this solicitation, to furnish the material and/or service(s) in compliance with all terms, conditions, specifications, scope of work, and addendums in the solicitation listed above, including written exceptions that are subject to the approval of the City prior to acceptance. The undersigned agrees that the entire solicitation listed above is hereby incorporated by reference as if fully set forth herein.

The Offeror's signature on this OFFER form certifies that he has read, understands and will comply with all terms, conditions and specifications stated in all documents constituting the solicitation. The bidder also certifies it is in compliance with the Non Collusion and all Federal and Arizona State Immigration Laws.

OFFER MADE - COMPANY INFORMATION		FOR CLARIFICATION OF THIS OFFER, CONTACT:	
Company Name		Printed Name	
Address		Title	
City	State	Zip	Phone
Signature for Offeror		Date	Fax E Mail
Printed Name and Title of Authorized Signatory		Address (if different from Company info)	
Federal Employer Tax ID # or SSN as per W9 Statement		City, State, Zip (if different from Company info)	

**ACCEPTANCE OF OFFER, NOTICE OF CONTRACT AWARD
 (for City of Scottsdale Use Only)**

The contractor's offer is hereby accepted by the City of Scottsdale. The Contractor is now bound to sell the materials and/or service(s) and perform based upon the above solicitation , including all terms, conditions, specifications, scope of work, and addendums contained in the Solicitation, as well as any written exceptions that have been separately accepted by the City.

This contract shall henceforth be referred to as **Contract # 16RP038**

The contract consists of the following documents: 1) Solicitation #16RP038 and all addendums (if applicable) as issued by the City; 2) The Contractor's Response to the City's solicitation; 3) This signed offer and acceptance and any other applicable contractual agreements, 4) All written exceptions and/or modifications to the solicitation requirements as agreed to by the City and the Contractor as per attachment_____, dated_____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order document from the City.

The Contractor must provide the following checked items within ten (10) calendar days from the date of this Acceptance of Offer, Notice of Contract Award in order for the City to issue the required Purchase Order : Payment Bond Performance Bond, Insurance Certificate(s), I.R.S. Form W-9/Taxpayer ID No. & Certification, other documentation as identified. If the Contractor fails to furnish the required documents within the stated ten (10) calendar days they may be considered in default and may be at risk of forfeiture of any applicable Bid Bond posted. All required documents are to be sent to the Bid & Contract Specialist listed in the solicitation.

This document has been approved as to form on the 22nd day of July, 2012 by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

City of Scottsdale, a municipal corporation
 Offer Accepted and Awarded this _____ day of _____, 201__

Risk Management issues reviewed and approved as to form _____, 201__
 by City of Scottsdale Risk Management Director

 J. E. Flanagan
 Or Designee _____
 As City of Scottsdale Purchasing Director

Recommended award approved _____, 201__
 by City of Scottsdale Contract Administrator

BIDDER QUESTIONNAIRE – COMPANY INFORMATION



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

FACILITY LOCATION / COMPANY INFORMATION

Local Facility / Physical Address _____

Office Daytime Phone Number _____

Office Fax Number _____

Telephone Ordering Phone Number(s) _____

Company Email Address _____

Company Operating Hours (Monday – Friday) _____

Company Hours (Saturday) _____

NAME OF MAIN CONTACT

(assigned to this contract) _____

Office Phone Number of Main Contract _____

Cellular Phone Number of Main Contact _____

Email of Main Contact _____

NAME OF COMPANY MANAGER

Office Phone Number of Company Manager _____

Email of Company Manager _____

After Hour/Emergency Phone Number(s) _____

Signature _____

Printed Name: _____

Title _____

Company _____

EVALUATION CRITERIA



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Bidder whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

DESCRIPTION	WEIGHTING
Firm and Staff Qualifications, Facility Location	20%
Quality of Uniform Items, Alteration Services, Web-based system	25%
Project Approach, Warranty, and Delivery Requirements	15%
Exceptions, References, Subcontractors List	10%
Pricing	30%
TOTAL	100%

The following items may be used by the Proposal Evaluation Committee to evaluate each proposal submitted:

1. Cost factors associated with performing the work required by the contract.
2. Length of time the Bidder will warranty their workmanship and materials.
3. The Bidder's demonstrated experience on similar types of projects, including satisfactory reference checks relating to past work relationships, past performance on projects of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.
4. The ability and willingness of the Bidder to meet or exceed the specifications and standards of this solicitation and Bidder's understanding and perceived perception of the scope of work contained herein.
5. The content and quality of the Bidder's proposal and other presentation materials.

Bidder may be invited to make a presentation, but Bidder should not rely on a possible presentation to present their qualifications and offered services. If invited, the Bidder will be notified of the date and time of the presentation by the Contract Administrator. Results of any presentation may be used to determine the contract award.

EVALUATION CRITERIA – CONT'D



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

The evaluation committee may establish a short list of those proposals considered most advantageous to the City of Scottsdale.

- Short-listed Bidders may be invited to make presentation. At the presentation, the evaluation committee will score each Bidder.
- At the conclusion of all presentations, an overall ranking of proposals will be performed, combining the results of the proposal evaluations and the presentations.

The City of Scottsdale intends to enter into negotiations with the top ranked Bidder determined to provide the most advantageous combination of product and services as determined by the proposal and presentation.

Should negotiations with the top ranked Bidder fail to reach a satisfactory conclusion, the City of Scottsdale may at its sole discretion enter into negotiations with the second ranked vendor, or the City of Scottsdale may determine that no further negotiations will be conducted.

SUBCONTRACTOR'S LIST



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

COMPANY NAME: _____

If any Bidder intends to subcontract any portion of this contract, the Bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subcontractors).

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE: _____

ADDRESS: _____

CONTACT PERSON/TELEPHONE#: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

REFERENCES



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

List minimum of three (3) Arizona customers, excluding the City of Scottsdale, for whom your company has provided service(s) of a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed.

The following questions are asked to enable the evaluation team to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in award of this solicitation.

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

Contact Person: _____ Telephone #: _____

Email: _____ Date of Service: _____

Type of Service Provided: _____

YOUR COMPANY NAME: _____

BIDDER GENERAL DISCLOSURE FORM



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES

NO

If “YES”, in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES

NO

If “YES”, in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES

NO

If “YES”, in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature

Title

Printed Name

Date

COMPANY NAME: _____

BIDDER LITIGATION DISCLOSURE FORM



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

Bidder shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or a misdemeanor involving theft or moral turpitude in the last five (5) years?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES

NO

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES

NO

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

Title

Printed Name

Date

COMPANY NAME: _____

PRICING PROPOSAL FORMS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

UNIFORM TOPS – ALL PERSONNEL
(Casual Apparel)

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1. <u>Polo Shirt with Pocket</u> (Blauer 8134X, Port Authority) <u>COLOR:</u> Navy				
1A	Sizes: S – XL (Screened)	500	\$ _____	\$ _____
1B	Sizes: Oversize/Tall (Screened)	20	\$ _____	\$ _____
2. <u>Long Sleeve Polo Shirt with Pocket</u> (Blauer 8144X, Port Authority) <u>COLOR:</u> Navy				
2A	Sizes: S – XL (Screened)	200	\$ _____	\$ _____
2B	Sizes: Oversize/Tall (Screened)	20	\$ _____	\$ _____
3. <u>Non-Sworn Polo Shirt with Pocket</u> (Blauer 8144X, Port Authority) <u>COLOR:</u> Black				
3A	Sizes: S – XL (Screened & Embroidered)	25	\$ _____	\$ _____
3B	Sizes: Oversize/Tall (Screened & Embroidered)	5	\$ _____	\$ _____
4. <u>Long SleeveT- Shirt with Pocket</u> (Blauer 8124, Hanes) <u>COLOR:</u> Navy				
4A	Sizes: S – XL (Screened)	600	\$ _____	\$ _____
4B	Sizes: Oversize/Tall (Screened)	25	\$ _____	\$ _____
5. <u>Short SleeveT- Shirt with Pocket</u> (Blauer 8121-1, Hanes) <u>COLOR:</u> Navy				
5A	Sizes: S – XL (Screened)	2000	\$ _____	\$ _____
5B	Sizes: Oversize/Tall (Screened)	75	\$ _____	\$ _____
6. <u>Job Shirt</u> (Blauer 4630X, Elbeco) <u>COLOR:</u> Navy				
6A	Sizes: S – XL (Screened)	150	\$ _____	\$ _____
6B	Sizes: Oversize/Tall (Screened)	10	\$ _____	\$ _____
7. <u>Sweatshirt</u> (Blauer, Hanes) <u>COLOR:</u> Navy				
7A	Sizes: S – XL (Screened)	150	\$ _____	\$ _____
7B	Sizes: Oversize/Tall (Screened)	12	\$ _____	\$ _____
8. <u>Sweatshirt – Hooded with Front Zipper</u> (Blauer, Hanes) <u>COLOR:</u> Navy				
8A	Sizes: S – XL (Screened)	100	\$ _____	\$ _____
8B	Sizes: Oversize/Tall (Screened)	12	\$ _____	\$ _____

COMPANY NAME: _____

PRICING PROPOSAL FORMS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

UNIFORM TOPS – ALL PERSONNEL (Cont'd)
(Dress / Formal Apparel)

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
9. <u>Dress Shirt - SHORT Sleeve</u> (Elbeco CA66/16)			<u>COLOR:</u> White	
9A	Sizes: 14 – 20 (including ½ sizes)	30	\$ _____	\$ _____
9B	Sizes: Oversize/Tall	5	\$ _____	\$ _____
10. <u>Dress Shirt - LONG Sleeve</u> (Elbeco CA99)			<u>COLOR:</u> White	
10A	Sizes: 14 – 20 (including ½ sizes)	25	\$ _____	\$ _____
10B	Sizes: Oversize/Tall	5	\$ _____	\$ _____
11. <u>Dress Uniform Shirts - SHORT Sleeve</u> (Flying Cross)			<u>COLOR:</u> Navy Blue	
11A	Sizes: S - XXXL	20	\$ _____	\$ _____
11B	Sizes: Oversize/Tall	5	\$ _____	\$ _____
12. <u>Nomex Uniform Shirt – LONG Sleeve</u> (Flying Cross)			<u>COLOR:</u> Navy Blue	
12A	Sizes: S - XXXL	20	\$ _____	\$ _____
12B	Sizes: Oversize/Tall	5	\$ _____	\$ _____
13. <u>Chief Officer Dress Uniform Coat</u> (Flying Cross 17B8696C)			<u>COLOR:</u> Midnight Navy Blue	
13A	Sizes: Various	5	\$ _____	\$ _____

UNIFORM BOTTOMS – ALL PERSONNEL
(Casual Apparel)

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
14. <u>PT Sweatpants with Pockets</u> (Russell Athletics)			<u>COLOR:</u> Navy	
14A	Sizes: M – XL (Screened)	50	\$ _____	\$ _____
14B	Sizes: Oversize/Tall (Screened)	10	\$ _____	\$ _____
15. <u>PT Shorts WITH Pockets</u> (Russell, Anvil)			<u>COLOR:</u> Navy	
15A	Sizes: M - XL	300	\$ _____	\$ _____
15B	Sizes: Oversize/Tall	30	\$ _____	\$ _____
16. <u>PT Shorts WITHOUT Pockets</u> (Russell, Anvil)			<u>COLOR:</u> Navy	
16A	Sizes: M - XL	300	\$ _____	\$ _____
16B	Sizes: Oversize/Tall	30	\$ _____	\$ _____

COMPANY NAME: _____

PRICING PROPOSAL FORMS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

UNIFORM BOTTOMS – ALL PERSONNEL – CONT'D
(Casual Apparel)

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
17. Station Shorts (Blauer 8241–male / Blauer 8241W-female)			COLOR: Navy	
17A	Sizes: M - XL	500	\$ _____	\$ _____
17B	Sizes: Oversize/Tall	25	\$ _____	\$ _____
18. Cargo Shorts (Blauer 8245–male / Blauer 8245W-female)			COLOR: Navy	
18A	Sizes: M - XL	250	\$ _____	\$ _____
18B	Sizes: Oversize/Tall	25	\$ _____	\$ _____
19. Cargo (Cotton) Station Pants (Lion BDU 235, Blauer 8215 – male / Blauer 8215W - female)			COLOR: Navy	
19A	Sizes: M - XL	150	\$ _____	\$ _____
19B	Sizes: Oversize/Tall	12	\$ _____	\$ _____
20. Station Pants (Lion BDU 235, Blauer 8250–male / Blauer 8250W-female)			COLOR: Navy	
20A	Sizes: M - XL	150	\$ _____	\$ _____
20B	Sizes: Oversize/Tall	12	\$ _____	\$ _____
21. NOMEX Station Pants (Flying Cross 98200, Lion 2101A)			COLOR: Navy	
21A	Sizes: M - XL	75	\$ _____	\$ _____
21B	Sizes: Oversize/Tall	5	\$ _____	\$ _____
22. Cover Pants (Fire-Dex's Stedair Cover Pant)			COLOR: Navy	
22A	Sizes: M - XXXL	200	\$ _____	\$ _____

UNIFORM BOTTOMS – ALL PERSONNEL
(Dress / Formal Apparel)

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
23. Dress Uniform Pants (Lion 130/33R)			COLOR: Navy	
23A	Sizes: Various	20	\$ _____	\$ _____
24. Dress Uniform Skirt (Elbecco)			COLOR: Navy	
24A	Sizes: Various	5	\$ _____	\$ _____
25. Chief Officer Dress Uniform Pants (Flying Cross 48200)			COLOR: Midnight Navy Blue	
25A	Sizes: Various	5	\$ _____	\$ _____

COMPANY NAME: _____

PRICING PROPOSAL FORMS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES
RFP # 16RP038

ACCESSORIES (Includes Footwear)
(Head Wear)

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
26. Honor Guard Uniform Hat (Semtry Uniform Cap Company SENF303) COLOR: Navy				
26A	Sizes: Various (6-9 in ¼ inch increments)	6	\$ _____	\$ _____
27. Knit Watch Cap with Embroidered Logo and Scottsdale Fire (Otto CP94) COLOR: Navy				
27A	Sizes: One Size	50	\$ _____	\$ _____
28. Ball Cap with Embroidered Logo and Scottsdale Fire (Flex Fit 6-panel) COLOR: Navy				
28A	Sizes: One Size	150	\$ _____	\$ _____
29. Bonnie Hat with Embroidered Logo and Scottsdale Fire (Tru-Spec Hat, Sun Hot Weather Type II) COLOR: Navy				
29A	Sizes: S – XL	50	\$ _____	\$ _____
30. Visor with Embroidered Logo (Otto 5569) COLOR: Navy				
30A	Sizes: S – XXL (or in increments)	25	\$ _____	\$ _____

ACCESSORIES (Includes Footwear)
(Foot Wear)

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
31. Dress Shoe (Thorogood THO834-6100) COLOR: Black				
31A	Sizes: Various	25	\$ _____	\$ _____
32. Tennis Shoe No specific brand (Shall be all black, including logos) COLOR: Black				
32A	Sizes: Various	75	\$ _____	\$ _____
33. Work Boots (Redback, Thorogood, Dr. Martin, SW Eagle, Pro Warrington, Red Wing) COLOR: Black				
33A	Sizes: 4 – 15, Various Widths	175	\$ _____	\$ _____
34. TRT Trail Boot (Hi Tech, Lowe, Oboz, Merrills) COLOR: Brown/Khaki				
34A	Sizes: 4 – 15, Various Widths	40	\$ _____	\$ _____
35. Wild Land Safety Boot (Red Wing, Heix) COLOR: Brown/Khaki				
35A	Sizes: 4 – 15, Various Widths	100	\$ _____	\$ _____

COMPANY NAME: _____

PRICING PROPOSAL FORMS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

ACCESSORIES (Includes Footwear)
(Miscellaneous)

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
36. Honor Guard Uniform Hat Badge			COLOR: N/A	
36A	Sizes: Various	6	\$ _____	\$ _____
37. Ties (Samuel Broom)			COLOR: N/A	
37A	Sizes: One Size	50	\$ _____	\$ _____
38. Belt - Leather (Chambers 6010)			COLOR: Black	
38A	Sizes: Various	50	\$ _____	\$ _____
39. Belt - Nylon (Wilderness WTP25-2-01, Webbind)			COLOR: Black	
39A	Sizes: Various	100	\$ _____	\$ _____
40. Extrication Gloves (Ringers #323)			COLOR: Various	
40A	Sizes: S – XXL	50	\$ _____	\$ _____

WINTER APPAREL

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
41. Windbreakers (Port and Company JP71)			COLOR: Navy	
41A	Sizes: M – XL (Screened)	50	\$ _____	\$ _____
41B	Sizes: Oversize/Tall (Screened)	6	\$ _____	\$ _____
42. Duty Jacket (Flying Cross 59130)			COLOR: Navy	
42A	Sizes: M – XXXL	5	\$ _____	\$ _____
43. Fleece-Lined Jacket (Tri Mountain #8800)			COLOR: Navy	
43A	Sizes: M – XL	50	\$ _____	\$ _____
43B	Sizes: Oversize/Tall	5		

ACADEMY PACKAGE

44. Academy Package			COLOR: Navy	
44A	Per Package Price includes all items listed	25	\$ _____	\$ _____

GRAND TOTAL (Sum of TOTALS 1 through 44)			\$ _____
--	--	--	----------

COMPANY NAME: _____

PRICING PROPOSAL FORMS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

****TAXES**

1. Do not include any use, or federal excise tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

DELIVERY DESTINATION

Delivery Location: **City of Scottsdale Warehouse, 9191 E. San Salvador Dr., Scottsdale, AZ 85258**

1. Delivery terms are F.O.B. destination, or per the specifications.
2. Delivery will be completed within _____ days (if different from specs) after receipt of Purchase Order.
3. Prices quoted herein are effective through completion of delivery against this Contract.

ADDENDA

The Bidder hereby acknowledges that his bid/proposal pricing is based on all of the addenda that were issued by the City prior to the opening of this bid/proposal.

NO BID: If no bid please state reason:

If Applicable, Contractor's License Number and Classification: _____

COMPANY NAME: _____

ATTACHMENTS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

ATTACHMENT A
LOGOS AND LOCATION ON CLOTHING

*New Billboard to be used on all items that are allowed silk screening and embroidery; white silkscreen or white thread.

**SCOTTSDALE
FIRE DEPT.**

Billboard



Front of Shirt

Back of Shirt



Front of Shorts

ATTACHMENTS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

**ATTACHMENT A
LOGOS AND LOCATION ON CLOTHING (Cont'd)**

City Logo



City Patch



ATTACHMENTS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

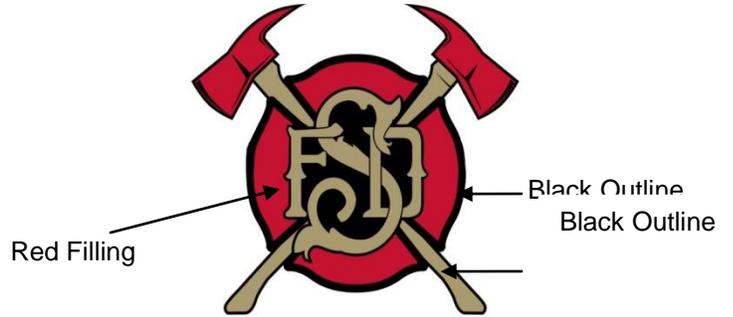
RFP # 16RP038

ATTACHMENT B

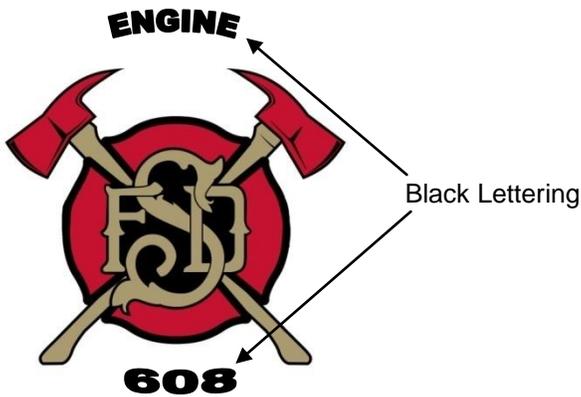
APPROVED EMBROIDERY OPTIONS FOR HEADWEAR

**SCOTTSDALE
FIRE DEPT.**

Hat Logo 1



Hat Logo 2



Hat Logo 3



Hat Logo 4

ATTACHMENTS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES

RFP # 16RP038

**ATTACHMENT C
UNIFORM ORDERING FORM
'SAMPLE'**

Scottsdale Fire Department Uniform Order Form			
Employee Name	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
Item	Amount	Cost/item	Total
Short sleeve polo shirt	<input type="text" value="0"/>	\$2.00	\$0.00
Short sleeve T-shirt	<input type="text" value="0"/>	\$2.00	\$0.00
Long sleeve T-shirt	<input type="text" value="0"/>	\$2.00	\$0.00
P.T. shorts	<input type="text" value="0"/>	\$2.00	\$0.00
Dress belt	<input type="text" value="0"/>	\$2.00	\$0.00
Rescue belt	<input type="text" value="0"/>	\$2.00	\$0.00
Baseball hat	<input type="text" value="0"/>	\$2.00	\$0.00
Duty sweatshirt	<input type="text" value="0"/>	\$2.00	\$0.00
Sweatpants	<input type="text" value="0"/>	\$2.00	\$0.00
Duty Jacket	<input type="text" value="0"/>	\$2.00	\$0.00
Job shirt	<input type="text" value="0"/>	\$2.00	\$0.00
Class C dress pants (poly cotton)	<input type="text" value="0"/>	\$2.00	\$0.00
Class C <u>Nomex</u> duty shirt short sleeve navy	<input type="text" value="0"/>	\$2.00	\$0.00
Duty pants <u>Nomex</u> navy	<input type="text" value="0"/>	\$2.00	\$0.00
Chief Class C duty shirt white	<input type="text" value="0"/>	\$2.00	\$0.00
Chief long sleeve Class C duty shirt white	<input type="text" value="0"/>	\$2.00	\$0.00
Remaining Uniform allowance			\$0.00

ATTACHMENTS



FIRE DEPARTMENT UNIFORMS AND ACCESSORIES
RFP # 16RP038

ATTACHMENT D
DATA SOURCE FILE LAYOUT
'SAMPLE'

FIELD NAME	TYPE	SIZE	FORMAT	REQUIRED	OPTIONAL	EXAMPLE
COS ID	Char	15		X		
Last_Name	Char	50		X		
First_Name	Char	50		X		
Allowance	Decimal	18,2		X		
ItemNo	Char	15		X		
Category	Char	50			X	Shirt, Pants
Sub Category	Char	50			X	Polo Shirt, T-Shirt, Navy Blue Pants, Black Pants
Description	Char	100		X		Polo Shirt XL, Polo Shirt M
Quantity	Decimal	18,2		X		
Amount	Decimal	18,2		X		
Amount Including Tax	Decimal	18,2		X		
Invoice No	Numeric			X		
Date Of Purchase	Date		mm/dd/yyyy			