

**Seminole County Board of County Commissioners
Invitation for Bid**

IFB-604457-22/TKH

**TERM CONTRACT FOR SEMINOLE COUNTY FIREFIGHTER BUNKER GEAR
CLEANING, REPAIRS, & INSPECTION**

SCOPE: In an effort to become NFPA 1851 compliant, each set (coat and pant) of firefighter bunker gear needs to have 1 (one) advanced cleaning and 1 (one) advanced inspection annually along with repairs as needed with a turn-around time of 14 calendar days from when the gear is picked up. Bidder must be able to process a minimum of 100 sets of Bunker gear within a 14 calendar day time frame. **Please refer to the solicitation package for complete details.**

Ordering Instructions: Solicitation package can be obtained from the Seminole County Website <https://procurement.opengov.com/portal/seminolefl>:

- Under Project ID, look for the solicitation number IFB-604457-22/TKH
- Click on the green "Open" button to the far left
- At the far left, click on "Scope of Services" to read the entire Scope

Bid Due Date/Time: November 9, 2022 at 2:00 PM Eastern. The Bidder is required to submit **ONE (1) ELECTRONIC FORMATTED file (PDF)** of their complete written submittal. The bid will not be opened until the bid due date and time. Please do not wait until the last minute to upload your bid. All Questions should be submitted online no later than November 4, 2022 and will be responded to by November 7, 2022.

The Public Closing via ZOOM <https://zoom.us/> Meeting ID 865 8422 2565 Passcode 520343.

Submittals received after stated bid due date and time will not be considered.

Contact: Tammy Hodgkins, CPPB, BAS
Senior Procurement Analyst
thodgkins@seminolecountyfl.gov
Phone: 407 665-7115
Fax: 407 665-7956

M/WBEs are encouraged to participate in the process.

NOTE: ALL PROSPECTIVE RESPONDENTS ARE HEREBY CAUTIONED NOT TO CONTACT ANY MEMBER OF THE SEMINOLE COUNTY STAFF OR OFFICIALS OTHER THAN THE SPECIFIED CONTACT PERSON CONCERNING THIS PROJECT.



INVITATION FOR BID
IFB #IFB-604457-22/TKH
TERM CONTRACT FOR SEMINOLE COUNTY
FIREFIGHTER BUNKER GEAR CLEANING,
REPAIRS, AND INSPECTION



1301 East Second St.
Sanford, FL 32771

RELEASE DATE: October 19, 2022
DEADLINE FOR QUESTIONS: November 4, 2022
RESPONSE DEADLINE: November 9, 2022, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

IFB #IFB-604457-22/TKH

Title: Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection

<https://secure.procurenow.com/portal/seminolefl>

Seminole County
IFB #IFB-604457-22/TKH
Term Contract for Seminole County FireFighter Bunker Gear
Cleaning, Repairs, and Inspection

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B - ifb-604457-22_pa Legal Advertisement

C - Exhibit B - Sample Purchase Order

D - Exhibit D - E-Verify Affidavit2021

E - ifb-604457-22_da Draft Agreement

1. INTRODUCTION

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete to demonstrate the Bidder's understanding of the requested work clearly and fully and/or delivery requirements.

1.1. Summary

In an effort to become NFPA 1851 compliant, each set of firefighter bunker gear needs to have an advanced cleaning and advanced inspection along with repairs as needed.

1.2. Contact Information

Tamara Hodgkins

Senior Procurement Analyst

1301 2nd Street

Purchasing and Contracts Division

Sanford, FL 32771

Email: thodgkins@seminolecountyfl.gov

Phone: [\(407\) 665-7115](tel:(407)665-7115)

Department:

Fire/EMS - Operations

1.3. Timeline

Release Project Date	October 19, 2022
Question Submission Deadline	November 4, 2022, 10:00am
Proposal Submission Deadline	November 9, 2022, 2:00pm This meeting will be held via ZOOM at www.zoom.us Meeting ID: 865 8422 2565, Pass Code: 520343

2. SCOPE OF SERVICES

2.1. Scope of Services

Approximate sets of Gear to be cleaned annually: 1,200

Required Services:

NFPA Compliance

All advanced cleanings and advanced inspections will meet or exceed the current NFPA 1851 standard: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

Asset Tracking

Vendor must supply a web-based service or application that allows departments to have trained department staff perform advanced cleanings and advanced inspections with online-help menus per NFPA 1851. Customer must have a dedicated web-based system or database that will allow firefighters and administrative personnel to obtain service records of gear and elements, print reports on serviced garments and also generate exception reports on, included but not limited to, gear coming near to their due date or past due for advanced cleanings and advanced inspections.

The web-based service or application also allows designated personnel the ability to add garments into the system, automatically assigning them new asset tracking numbers. System will also track retired garments.

Turn-around Time

Vendor must be able to perform 1 advanced cleaning and 1 advanced inspection on each piece of gear with a maximum 2-week (14 calendar days) turn-around time from day gear is picked up. Exception would be if the department approved a major repair that is needed on said piece of gear.

Vendor must be able to process a minimum of 100 sets of bunker gear within a 2-week (14 calendar days) time frame.

Optional Services to be quoted:

Mobile Cleaning Unit

Provide a verified mobile cleaning unit capable of conducting advanced cleanings and advanced inspections meeting or exceeding the current NFPA 1851 standard.

3. INSTRUCTIONS TO BIDDERS

3.1. Contact

All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person, Tamara Hodgkins, regarding this IFB or their written bid at any time prior to the posting on the COUNTY'S Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the COUNTY.

3.2. Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this IFB.

3.3. Public Opening

Electronic bids shall be received by PCD online in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7115. The Public Opening via ZOOM [https://zoom.us/ Meeting ID 865 8422 2565](https://zoom.us/MeetingID86584222565) Passcode 520343.

3.4. Delays

The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (<https://secure.procurenow.com/portal/seminolefl>)

3.5. Bid Submission and Withdrawal

The COUNTY will accept bids electronically via the COUNTY's e-Procurement Portal until 2:00 pm on Wednesday, November 9, 2022. Bids received after the scheduled due date and time for submission shall not be considered. Bids submitted in any other format other than via the COUNTY'S e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed. Companies shall register on the COUNTY'S e-Procurement Portal. Once registered, Companies may view and click "Follow" to be a prospective Bidder for this solicitation and will appear on the Follower's list. Bidders that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the COUNTY'S e-Procurement Portal, and therefore will be unable to participate or be considered for this IFB. If a Bidder encounters technical difficulties using the COUNTY'S e-Procurement Portal, or needs assistance using the Portal, Bidders may access the Help Center for [vendor training](#) guides provided by OpenGov-Procurement, the Software Administrator. Proposers may also contact the Software Administrator using the real-time chat function on the COUNTY'S e-Procurement Portal (located in lower right-hand corner of the screen), or via email at support@procurenow.com for support.

The COUNTY will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like, neither the COUNTY, nor the Software Administrator, will be held responsible. Bidders shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Bidder is using to submit a response. Failure of the Bidder to successfully submit an electronic proposal before the deadline indicated herein shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted bids. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Bidder will also receive an email confirmation from the COUNTY's e-Procurement Portal. Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7115, before the 2:00 pm deadline.

The Bidder is required to submit **ONE (1) ELECTRONIC FORMATTED** file of their complete written bid.

Bidders may withdraw their bid electronically via the COUNTY'S e-Procurement Portal at any time prior to the scheduled due date and time for submission.

3.6. Inquiries

All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing **via the Q&A tab** in the COUNTY'S e-Procurement Portal prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Agreement, shall be requested in writing, and received no later than 10:00 am on Friday, November 4, 2022. Written requests shall be submitted via the COUNTY'S e-Procurement Portal. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB. If the Q&A deadline has passed, a Bidder may contact the COUNTY directly if necessary at thodgkins@seminolecountyfl.gov. The COUNTY reserves the right to reject any questions sent after the Q&A deadline.

3.7. Addenda

Should revisions to the IFB documents become necessary, the COUNTY will post Addenda information on the COUNTY's e-Procurement Portal. The COUNTY's e-Procurement Portal will issue an automated email notification to all "Followers" on the IFB's Followers list. All Bidders should check the COUNTY's Website or notify Tamara Hodgkins to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation. Addenda information will be posted on the COUNTY's Website (<https://secure.procurenow.com/portal/seminolefl>). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

3.8. Selection Process and Award

The award will be made in the best interest of the COUNTY, as determined by the COUNTY, based upon the low total price and/or line-item by line-item, to the Lowest Responsible Bidder(s) that meet the requirements listed in this solicitation. The COUNTY will determine the method that will more benefit the organization. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
- (h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity, and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.

- (e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability, and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
- (j) The type, structure, and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

3.9. Bid Preparation Costs

Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this IFB

3.10. Accuracy of Bid Information

By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidders agree that their bid will remain firm for a period of up to one hundred twenty (120) days to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing, and able to perform if selected.

3.11. Insurance

A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Bidder's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Term Contract with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Term Contract. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Term Contract.

3.12. Licenses

Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

3.13. Occupational Safety and Health Act (O.S.H.A.)

In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

3.14. Posting of the IFB's Recommendation and Intent to Award

The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (<https://procurement.opengov.com/portal/seminolefl>) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

3.15. Public Records

Upon recommendation and intent to award this IFB as posted to the COUNTY's website or thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents.

Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

3.16. Prohibition Against Contingent Fees

It shall be unethical for any person to be retained, or to retain any company or person, other than a bona fide employee working solely for the Bidder to solicit or secure the Term Contract for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Term Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Term Contract at its sole discretion, without liability and to deduct from the Term Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

3.17. Acceptance/Rejection/Disqualification

The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

3.18. Additional Terms and Conditions

Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents and any addenda issued under this solicitation are the only conditions applicable to this bid and

the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

3.19. Responsibility

The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder's responsibility.

3.20. Bids to Remain Firm

All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty-day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

3.21. Purchasing Code

Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this IFB in their entirety.

3.22. Affirmation

By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Bidder agrees to abide by all conditions of this IFB and the resulting Term Contract.

3.23. Mistakes in the Bid

Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail, and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

3.24. Governmental Restrictions

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

3.25. Drug-Free WorkPlace Compliance

Bidder shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

3.26. Public Entity Crime

Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

3.27. Uniform Commercial Code

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

3.28. Proprietary/Restrictive Specifications

Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

3.29. Payment Terms/Discounts

The County's payment terms are in accordance with Section 218, Part VII, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

3.30. Price Redeterminations

1. **During the Renewal Term**: Petitions for price redeterminations must be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. **Outside the Renewal Term**: Petitions for price redeterminations must be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified

herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for

Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73 264.52

Current PPI is 264.52 -158.73

105.79

105.79 divided by 158.73 = .666%

The unit cost of the service is \$100.00

14% of \$100.00 = \$14.00

\$14.00 x .666 = \$9.32

The New Unit Price for the service is \$109.32 (\$100.00 + \$9.32)

EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION. If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

3.31. Purchasing Agreements With Other Governmental Agencies

All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

3.32. Quantities

Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

3.33. Price/Delivery

Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document.

F.O.B. POINT: The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

3.34. Bid Forms

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

3.35. Method of Ordering

The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

4. INSTRUCTIONS FOR THE PREPARATION OF BIDS

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary.

Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

4.1. Type of Business*

- ☐ Corporation
- ☐ Joint Venture
- ☐ Partnership
- ☐ Proprietorship

*Response required

4.2. Type in your Legal Entity Name Here.*

This name will be verified against the Secretary of State website.

*Response required

4.3. Federal Employer ID Number (FEIN)*

*Response required

4.4. Incorporated in the State of _____.*

Ex.) Florida

*Response required

4.5. List of Principals*

*Response required

4.6. Upload evidence of authority to do business in the State of Florida.*

Acceptable form of evidence includes Secretary of State download, or Certificate of Status.

*Response required

4.7. Location*

Provide the location of the firm's office that will support the activities under this Agreement. Regional firms whose physical address is located within the Counties of Brevard, Lake, Orange,

Osceola, Seminole, and Volusia will receive five (5) points. Firms located within the state of Florida will receive 2 points.

*Response required

4.8. Summary of Litigation*

*Response required

4.9. License Sanctions*

Regulatory/license agency sanctions within the past 5 years.

(If Proposer prefers to upload a file, upload in next question and enter "see file upload" in this field)

*Response required

4.10. License Sanctions

Regulatory/license agency sanctions within the past 5 years.

4.11. Conflict of Interest Statement*

I certify that I am an authorized representative (the Affiant) of my company (the Entity submitting this response) to sign and submit this statement on my company's behalf.

My company is submitting an Expression of Interest for the Seminole County project described as Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.

The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in any other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, **state the individual(s) name(s)**, who is a member of the above-named entity's ownership or management, and is currently serving as a member, **and on which Seminole County advisory board(s) or committee(s)** they are currently serving as a member, in the following question.

Under penalties of perjury, I declare that I have read the foregoing **Conflict of Interest Form** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

4.12. Conflict of Interest Statement Cont...*

- A. Enter the name(s) of the individual(s) who is serving on a Seminole County advisory board(s) or committee(s).
- B. Enter the Seminole County advisory board(s) or committee(s) that the individual(s) is serving as a member.
 - If this is not applicable, type "N/A."

*Response required

4.13. Compliance with the Public Records Law*

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected separately, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County separately in the "**Confidential Files**" section if the information qualifies as "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material separately will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

- A. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

- B. CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
 2. provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;
 4. meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.
- C. Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Under penalties of perjury, I declare that I have read the foregoing **Compliance with Public Records Law Form** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

4.14. Confidential File(s)

In compliance with Chapter 119, Florida Statutes, if Proposer must include confidential information that qualifies as "EXEMPT FROM PUBLIC RECORDS LAW" as part of their response to this RFP, it shall be uploaded here.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each.

4.15. Worker's Compensation Compliance Certification*

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the

policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

Under penalties of perjury, I declare that I have read the foregoing **Worker's Compensation Compliance Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

To comply with this requirement, the undersigned hereby certifies that:

- ☐ Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or
- ☐ Is exempt from the provisions of Chapter 440, Florida Statutes (reasons shall be stated in the following question).

*Response required

4.16. Worker's Compensation Compliance Certification Cont...*

If the undersigned is exempt from the provisions of Chapter 440, Florida Statutes, state the reasons here. If this is not applicable, type "N/A."

*Response required

4.17. W-9 Form*

Please upload your current W9 form here

*Response required

4.18. Drug Free Work Place*

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that their Company (entity submitting this response) does:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
- D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any

controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Under penalties of perjury, I declare that I have read the foregoing **Drug Free Work Place Form** and that the facts stated in it are true to the best of my knowledge and belief.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☐ Please confirm

*Response required

4.19. Americans Disabilities Act Affidavit*

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

Under penalties of perjury, I declare that I have read the foregoing **Americans Disabilities Act Affidavit** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

4.20. Insurance Confirmation (for the Insurance Agency to complete)*

Proposer shall have their **Insurance Agency** complete this form. Once completed, Proposer shall submit it here.

- [INSURANCE_CONFIRMATION.docx](#)

*Response required

4.21. E-Verify*

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

- A. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- B. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

Under penalties of perjury, I declare that I have read the foregoing **Affidavit of E-Verify Requirements Compliance Form** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

4.22. Similar Project Experience - References*

Please download the below document, complete, and submit here.

- [SIMILAR_PROJECT_EXPERIENCE_...](#)

*Response required

4.23. Certification*

Pursuant to and in compliance with the Invitation to Bid, the undersigned Bidder agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and

agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Under penalties of perjury, I declare that I have read the foregoing **Certification Form** and that the facts stated in it are true to the best of my knowledge and belief.

☐ Please confirm

*Response required

4.24. You certify that all bunker gear will be cleaned and inspected in order to be compliant with NFPA 1851 Requirements?*

☐ Yes

☐ No

*Response required

5. PRICING PROPOSAL

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the IFB Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in the IFB documents.

CONTRACT PRICING

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth. The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute a Term Contract with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates. The cost of the materials/equipment shall include all costs, including but not limited to: • General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
1	1	Set	Cleaning - Coat and Pant		
2	1	Set	Mobile Unit Cleaning - Coat and Pant		
3	1	Set	Advanced Coat and Pant Inspection		
4	1	Ea	Replace Storm Coat Shell Flap-Hook		
5	1	Ea	Replace Take-up Coat Shell Buckle		
6	1	Ea	Replace Throat Coat Shell Closure Hook or Loop		

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
7	1	Ea	Replace Name Coat Shell Patch-Blank attached with Hook & Loop		
8	1	Ea	Replace Name Coat Shell Patch-Blank Sewn On		
9	1	Ea	Replace Reflective Coat Shell Letter on Name Patch		
10	1	Ea	Replace Reflective Coat Shell Letter on Shell		
11	1	Ea	Replace Reflective Coat Shell Trim-One Band Coat on Coat (Pleated Back and Standard)		
12	1	Ea	Replace Reflective Coat Shell Trim-Vertical Band		
13	1	Ea	Re-pressing the existing seam tape		
14	1	Ea	Replace Hook or Coat Liner Loop on Collar		
15	1	Ea	Replace Fly-Hook Pant Shell		
16	1	Ea	Replace Pocket Pant Shell		
17	1	Ea	Replace Reflective Pant Shell Trim-One Band on Leg		
18	1	Ea	Replace Reflective Pant Shell Trim-Vertical Band		
19	1	Ea	Replace Zipper Pant Shell		
20	1	Ea	Replace Misc. Hole Coat/Pants Tear Large		
21	1	Ea	Replace Misc. Hook Coat/Pants/Loop up to 12"		
22	1	Ea	Replace Misc. Hook Coat/Pants/Loop up to 2x2		

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
23	1	Ea	Replace Small Coat/Pants Hardware (rivets, snaps, grommet) EACH		
24	1	Ea	Heat Seal Coat/Pant per 12"		
25	1	Ea	Velcro Hem Coat		
26	1	Ea	Velcro Name Panel		
27	1	Ea	Removal of Existing Items from Gear		
28	1	Ea	Replace Knee Pant Shell Pad Fly-Hook		
29	1	Ea	Replace Misc. Hole Coat/Pants/Tear Large up to 3x3		
30	1	Ea	Replace the seam tape for the Coat		
31	1	Ea	Replace Suspender Pant Shell Button		
32	1	Ea	Repair Collar Coat Shell		
33	1	Ea	Repair Flashlight Coat Shell Strap with Velcro		
34	1	Ea	Replace Hanging Coat Shell Hook		
35	1	Ea	Repair Shoulder Coat Shell Pad Sewed In		
36	1	Ea	Replace Storm Coat Shell Flap Loop		
37	1	Ea	Replace Storm Coat Shell Flap Zipper		
38	1	Ea	Replace Take-Up Coat Shell Strap		
39	1	Ea	Replace Pocket Coat Shell Bellows (Full)		

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
40	1	Ea	Replace Pocket Coat Shell Bellows (Semi)		
41	1	Ea	Replace Entire Coat Sleeve Shell		
42	1	Ea	Replace Cuff Coat Shell		
43	1	Ea	Replace Cuff Coat Shell with Hook, Loop and Snap		
44	1	Ea	Replace Elbow Pad Coat Shell External		
45	1	Ea	Replace Elbows Coat Shell Pad Sewn In		
46	1	Ea	Replace Waterwell Coat Shell Only		
47	1	Ea	Replace Waterwell Coat Shell with Wristlet		
48	1	Ea	Replace Wristlet Coat Shell Only		
49	1	Ea	Refl. Trim-Remove Coat Shell & Replace Hardware		
50	1	Ea	Refl. Trim-Remove Coat Shell and Replace Pocket		
51	1	Ea	Attach Refl. Coat Shell Patch		
52	1	Ea	Replace Refl. Coat Shell Trim-Over Pocket		
53	1	Ea	Replace Refl. Coat Shell Trim-Over Storm Flap		
54	1	Ea	Replace Zipper Coat Liner		
55	1	Ea	Heat Seal Waterwell Coat Liner in Sleeve		
56	1	Ea	Replace Hook or Coat Liner on Cuff		

Line Item	Quantity	Unit of Measure	Description	Unit Cost	Total
57	1	Ea	Replace Waterwell Coat Liner Only		
58	1	Ea	Replace Waterwell Coat Liner with Wristlet		
59	1	Ea	Replace Wristlet Coat Liner Only		
60	1	Ea	Fly D Ring Pant Shell		
61	1	Ea	Replace Wristlet Pant Shell Only		
62	1	Ea	Replace Take-up Pant Shell Strap		
63	1	Ea	Replace Cuff Pant Shell		
64	1	Ea	Replace Knee Pant Pad Padded		
65	1	Ea	Replace Pant Shell Pad Sewn In		
66	1	Ea	Replace Pocket Flat Coat/Pants Only		
67	1	Ea	Replace Pocket Coat/Pants Neoprene Liner Only		
68	1	Ea	Replace Pocket Coat/Pants Reinforcement		
69	1	Ea	Replace Snap Coat/Pants with Liner Attachment Strap In Sleeve/Leg		
70	1	Ea	Replace Binding Coat/Pants per 12"		
71	1	Ea	Microphone Tabs in Collar		
72	1	Ea	Misc. Sewing per 15 Minutes		
TOTAL					

6. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Ability, Capacity, and Skill of the Apparent Low Bidder to perform the Work Can the apparent low bidder perform the work promptly, or within the time specified, without delay or interference.	Pass / Fail	1 (25% of Total)
2.	Character, Integrity, Reputation, Judgement, and efficiency of the Apparent Low Bidder	Pass / Fail	1 (25% of Total)
3.	The quality of performance on previous contracts or services to Seminole County or any other agency or client.	Pass / Fail	1 (25% of Total)
4.	Reference Checks Please check any references provided	Pass / Fail	1 (25% of Total)

Exhibit A – Scope of Services

IFB-604457-22/TKH

Term Contract for Seminole County Bunker Gear Cleaning, Repairs, and Inspection

Approximate sets of Gear to be cleaned annually: 1,200

Required Services:

NFPA Compliance

All advanced cleanings and advanced inspections will meet or exceed the current NFPA 1851 standard: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting.

Asset Tracking

Vendor must supply a web-based service or application that allows departments to have trained department staff perform advanced cleanings and advanced inspections with online-help menus per NFPA 1851. Customer must have a dedicated web-based system or database that will allow firefighters and administrative personnel to obtain service records of gear and elements, print reports on serviced garments and also generate exception reports on, included but not limited to, gear coming near to their due date or past due for advanced cleanings and advanced inspections.

The web-based service or application also allows designated personnel the ability to add garments into the system, automatically assigning them new asset tracking numbers. System will also track retired garments.

Turn-around Time

Vendor must be able to perform 1 advanced cleaning and 1 advanced inspection on each piece of gear with a maximum 2-week (14 calendar days) turn-around time from day gear is picked up. Exception would be if the department approved a major repair that is needed on said piece of gear.

Vendor must be able to process a minimum of 100 sets of bunker gear within a 2-week (14 calendar days) time frame.

Optional Services to be quoted:

Mobile Cleaning Unit

Provide a verified mobile cleaning unit capable of conducting advanced cleanings and advanced inspections meeting or exceeding the current NFPA 1851 standard.

EXHIBIT B - SAMPLE**ORDER NUMBER: 48148**FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856**Board of County Commissioners
PURCHASE ORDER**ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER**S
H
I
P
T
O**

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

**V
E
N
D
O
R****SUBMIT ALL INVOICES TO:**
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665
7656**ORDER
INQUIRIES**

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.****TOTAL AMOUNT****26,384.00****PURCHASING AND CONTRACT DIVISION**
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

**TERM CONTRACT FOR SEMINOLE COUNTY FIREFIGHTER
BUNKER GEAR CLEANING, REPAIRS, AND INSPECTION
(IFB-604457-22/TKH)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement referred to as “CONTRACTOR”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide firefighter bunker gear cleaning, repairs, and inspection services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made

a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement.

COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the

materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately

discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and

to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's

provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a

certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an

insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all

claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice

to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance

of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773

With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied

with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST: _____

_____, Secretary By: _____, President

(CORPORATE SEAL) Date: _____

[The balance of this page is left intentionally blank.]

SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
TAMMY ROBERTS,
Procurement Administrator

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
20____, regular meeting.

County Attorney

GLK/lpk

10/19/22

T:\Users\Legal Secretary CSB\Purchasing 2022\IFB-604457.docx

Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Exhibit C – Contract Pricing

Exhibit D - Affidavit of E-Verify Requirements Compliance



Seminole County
Resource Management - Purchasing & Contracts

Diane Reed, Purchasing and Contracts Manager
1301 East Second St., Sanford, FL 32771
(407) 665-7116

Addendum #3- QUESTION & ANSWER REPORT

IFB No. IFB-604457-22/TKH

Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs,
and Inspection

RESPONSE DEADLINE: November 9, 2022 at 2:00 pm

Tuesday, November 8, 2022

1. Scope of Services

Oct 28, 2022 2:18 PM

Question:

For required services: Asset Tracking - Does this need to be a database that the county has access to or can we simply provide all of the inspection and repair records after each round of cleaning?

Oct 28, 2022 12:38 PM

Answered by Tamara Hodgkins:

We, as the Fire Department, need to be able to have access to the asset tracking database in order to enter information about cleanings and inspections that are done by our own personnel in addition to the vendor inputting the information on cleanings and inspections that they do. We also need to be able to access and run reports from the database that will show us what gear is due or overdue for inspection or cleaning. This is not just simply a static type inventory database. Reports need to be able to be generated from the database.

Oct 28, 2022 2:18 PM

2. Pricing Spreadsheet

Oct 28, 2022 2:47 PM

Question:

Can you please identify the trim on your bunker gear? Or can we submit different prices for different types of trim? We have multiple tiers of pricing depending on the exact trim.

Oct 28, 2022 2:12 PM

Answered by Tamara Hodgkins:

For the reflective trim, we use Scotchlite Lime triple trim.

Oct 28, 2022 2:47 PM

3. Pricing Spreadsheet

Oct 28, 2022 2:43 PM

Question:

On the line item "Heat Seal all Seams Coat Liner" are you asking for a price to simply re-press the

QUESTION & ANSWER REPORT

IFB No. IFB-604457-22/TKH

Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection

existing seam tape, or do you want a price to replace all seam tape on the coat liner?

Oct 28, 2022 2:14 PM

Answered by Tamara Hodgkins:

For this Line Item, we will consider the price input on this line to be for "re-pressing the existing seam tape" if that seam tape simply just needs to be re-pressed. Please include in your response a page titled "Price Sheet" and list the price to "replace the seam tape for the coat".

Oct 28, 2022 2:43 PM

4. Pricing Spreadsheet

Nov 1, 2022 8:13 AM

Question:

What exactly do you mean by "Replace Elbow Coat Shell Pad-2 Piece with Seam"?

Oct 28, 2022 2:15 PM

Answered by Tamara Hodgkins:

Please do not input a price for this line item as we do not have elbow pads in our coats.

Nov 1, 2022 8:12 AM

5. Pricing Spreadsheet

Nov 2, 2022 11:41 AM

Question:

What exactly do you mean by "Refl. Trim-Remove Coat Shell & Replace Hardware"?

Oct 28, 2022 2:16 PM

Answered by Tamara Hodgkins:

This would be anywhere the trim and hardware (such as the coat zipper) would intersect.

Nov 2, 2022 11:41 AM

6. Pricing Spreadsheet

Oct 28, 2022 3:50 PM

Question:

Can you please identify the reinforcement material on your bunker gear? Or can we submit different prices for different types of reinforcement? We have multiple tiers of pricing depending on the exact reinforcement material.

Oct 28, 2022 2:18 PM

Answered by Tamara Hodgkins:

The material used is called "PCA".

Oct 28, 2022 3:50 PM

7. Pricing Spreadsheet

Nov 1, 2022 8:10 AM

Question:

Can you specify the type of reinforcement material in the bunker gear? (Please see revised answer)

Nov 1, 2022 8:08 AM

Answered by Tamara Hodgkins:

QUESTION & ANSWER REPORT

IFB No. IFB-604457-22/TKH

Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection

(Revised Answer) This material includes leather and is called "PCA".

Nov 1, 2022 8:10 AM

8. Pricing Spreadsheet

Nov 2, 2022 10:49 AM

Question:

Is Line Item 7 a duplicate of Line Item 30? Line 7 - "Replace Name Coat Shell Patch-Blank attached with Hook & Loop" and Line 30 - "Replace Name Coat Shell Patch-Blank attached w/Hook & Loop".

Nov 2, 2022 10:17 AM

Answered by Tamara Hodgkins:

Yes, this appears to be a duplicate. I am going to revise the price sheet by deleting Line 30 along with revisions required by other questions submitted. Please look for an Addendum to be posted soon with changes made to the price sheet. Please ensure you check your price sheet before submitting your response.

Nov 2, 2022 10:49 AM

9. Pricing Spreadsheet

Nov 3, 2022 4:37 PM

Question:

Is Line Item 19 "Replace Zipper Pant Shell" a duplicate of Line Item 63 "Replace Fly Zipper Pant Shell"?

Nov 2, 2022 11:07 AM

Answered by Tamara Hodgkins:

There is only 1 zipper on the pants. Once the Q&A period closes, I will update the price sheet and remove one of these lines.

Nov 3, 2022 4:37 PM

10. Pricing Spreadsheet

Nov 3, 2022 4:41 PM

Question:

What is meant by "Attach Refl. Coat Shell Patch" and "Refl. Trim-Remove Coat Shell and Replace Pocket"?

Nov 2, 2022 11:19 AM

Answered by Tamara Hodgkins:

This refers to anywhere repairs are made, like a pocket or other area, that the trim is removed, the repair is made, then the trim is replaced.

Nov 3, 2022 4:41 PM

11. 1.1 Summary

Nov 3, 2022 4:44 PM

Question:

To be compliant with NFPA 1851, it is recommended organizations have 2 (two) bi-annual advanced cleanings and 1 (one) annual advanced inspection to all assigned inventory. Is the goal of IFB-604457-22/TKH to have bidder quote 1 (one) advanced cleaning?

Nov 3, 2022 4:27 PM

Answered by Tamara Hodgkins:

Yes. we want the bidder to quote for 1 (one) advanced cleaning and 1 (one) advanced inspection.

Nov 3, 2022 4:44 PM

12. 4.7 Location

Nov 3, 2022 4:54 PM

Question:

How will scoring be compiled for firms with multiple locations within the state?

Nov 3, 2022 4:37 PM

Answered by Tamara Hodgkins:

What do you mean by scoring? This solicitation is an Invitation to Bid which is awarded by low price versus an RFP-Request for Proposal which involves scoring on specified criteria. If you have multiple locations in Florida, please provide this information in your submittal. An Invitation to Bid does not involve scoring.

Nov 3, 2022 4:53 PM

13. 4.22 Similar Project Experience - References

Nov 3, 2022 5:02 PM

Question:

Is bidder required to provide at least 3 references to demonstrate their ability to provide similar size and scope of services required for this IFB?

Nov 3, 2022 4:36 PM

Answered by Tamara Hodgkins:

Yes, those are two things the evaluators are concerned with along with quality of work, experience, and past service provided.

Nov 3, 2022 5:01 PM

14. Scope of Services 2.1 Mobile Cleaning Unit

Nov 4, 2022 8:14 AM

Question:

Is mobile unit required to be verified to the current edition of NFPA 1851?

Nov 3, 2022 4:35 PM

Answered by Tamara Hodgkins:

Yes, the mobile unit must be verified to the current edition of NFPA 1851.

Nov 4, 2022 8:13 AM

15. Scope of Services 2.1 Turnaround Time

Nov 8, 2022 9:04 AM

Question:

Is bidder required to quote repairs to obtain approval before performing repairs? If "yes", what will be the turnaround from Seminole County for approval?

Nov 3, 2022 4:34 PM

Answered by Tamara Hodgkins:

Yes, approvals are usually reviewed and approved either the same day or the next day after receiving

the estimate.

Nov 8, 2022 9:04 AM

16. Scope of Services 2.1 Turnaround Time

Nov 4, 2022 8:14 AM

Question:

Does 100 sets include: Coat Pant Helmet Hood Glove Boot

Nov 3, 2022 4:34 PM

Answered by Tamara Hodgkins:

The set includes coat and pant only.

Nov 4, 2022 8:14 AM

17. 3.33 Price/Delivery

Nov 4, 2022 8:15 AM

Question:

Is bidder required to pick-up/deliver to each fire house or logistics warehouse only?

Nov 3, 2022 4:31 PM

Answered by Tamara Hodgkins:

The bidder will not be required to pick-up/deliver to each fire house. They will be required to pick-up/deliver from the warehouse location.

Nov 4, 2022 8:15 AM

18. Scope of Services 2.1 Mobile Cleaning Unit/Price Sheet

Nov 4, 2022 2:13 PM

Question:

How will scoring be conducted for pricing to be considered low bid with the optional services to be quoted - mobile cleaning unit as indicated on page 5 of the IFB and on line 2 of the price sheet? Will low bid be calculated with this optional service included? If bidders do not submit a cost for this optional service how will this affect overall price scoring?

Nov 4, 2022 9:28 AM

Answered by Tamara Hodgkins:

Since the mobile cleaning unit service is optional, those bidders who offer a mobile cleaning unit and provide a price for these services, that price will be noted as "optional services" and that cost will not be included in the overall total bid price. It will be shown as a separate cost.

Nov 4, 2022 2:12 PM

19. 4.7 Location

Nov 4, 2022 2:00 PM

Question:

Per section 4.7 Location: Firms located within the state of Florida will receive 2 points. Will firms with 2 locations within the state receive 4 points?

Nov 4, 2022 8:56 AM

Answered by Tamara Hodgkins:

The points noted in this section apply only to a construction contract. This section will be omitted by the

QUESTION & ANSWER REPORT

IFB No. IFB-604457-22/TKH

Term Contract for Seminole County FireFighter Bunker Gear Cleaning, Repairs, and Inspection

next Addendum.

Nov 4, 2022 2:00 PM

20. Professional Liability Insurance required?

Nov 8, 2022 12:14 PM

Question:

I don't believe the Professional Liability insurance is applicable to the IFB, can you advise if this can be clarified?

Nov 8, 2022 12:06 PM

Answered by Tamara Hodgkins:

Professional Liability Insurance is not required for this project.

Nov 8, 2022 12:14 PM

Agreement Name: Term Contract for Seminole County Bunker Gear Cleaning, Repairs, & Inspection

Agreement Number: IFB-604457-22/TKH

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number IFB-604457-22/TKH are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this _____ day of _____, 20____.

Consultant Name

By: _____

Print/Type Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20____, by _____ (Full Name of Affiant).

Print/Type Name

Notary Public in and for the County
and State Aforementioned

My commission expires: _____