

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION
 Sustainability, Planning & Economic Enhancement Department
 Small Business Development Division

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No: 5941-4/12

Re-Bid
 Other(PBC)
 LIVING WAGE APPLIES: YES NO

Requisition/Project No: 12040-ROFR1200020 Term of Contract: 6 Months Options-to-renew _____

Requisition/Project Title: Turnout Gear

Description: Access of contract 23-043/LM competitively awarded by Palm Beach County to procure for Miami-Dade Fire Rescue for turnout gear cleaning, inspection, repair, de-contamination and tracking services. This procurement action is required to replace County use of contract 5941-4/12 which will expire on 6/30/12, to give the department time to bid a new contract.

User Department(s): Miami-Dade Fire Rescue (MDFR)
 Issuing Department: ISD-PMS Division Contact Person: Roslyn Alic-Batson Phone: 305-375-5658
 Estimated Cost: \$75,000 Funding Source: FD: Fire District

ANALYSIS

Commodity/Service No: 340-94		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
		EXISTING	2ND YEAR
Contractor:	Gloves, Inc.		3RD YEAR
Small Business Enterprise:			
Contract Value:	\$195,000		
Comments:			
Continued on another page (s): Yes _____ No _____			

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 DEPT. BUSINESS DIV.
 2012 JUN - 1 AM 11:52

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: Roslyn Alic-Batson
Roslyn Alic-Batson

Date to SPEED-SBD: 06/01/12
 Date Returned to ISD-PM: _____



MAR 26 2012

Form L

March 20, 2012

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

GLOVES, INC.
DAVID L. CLARK, PRESIDENT
1950 COLLINS BLVD.
AUSTELL, GA 30108

Dear Vendor:

RE: TERM CONTRACT #12043

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for TURNOUT GEAR INSPECTION, REPAIR, CLEANING AND TRACKING based on:

[X] SOLICITATION # 12-043/LM

The term of this contract is 04/01/12 through 03/31/13. The estimated dollar value is \$75,000.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Laura Mengel, Senior Buyer at (561) 616-8817.

Sincerely,

Tammy Smith
Purchasing Manager

c: Bonnie Stein, Fire Rescue
File

Palm Beach County
Board of County
Commissioners

Shelley Vana, Chair

Steven L. Abrams, Vice Chairman

Karen T. Marcus

Paulette Burdick

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Welsman

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper



SECTION # 4
AWARD OF OTHER GOVERNMENT AGENCY CONTRACT

COMMODITIES AND SERVICES

BCC DATE: _____

REQUISITION NUMBER: ROFR1200020

2012 MAY -8 PM 3:51

ADPICS ITB NUMBER: AVCW: N/A

CONTRACT NUMBER: 12043

Government Agency: * Federal State Other: Palm Beach County

Title: TURNOUT GEAR INSPECTION, REPAIR, CLEANING, & TRACKING

Commodity #: 340-94

Description: * Turnout gear inspection, repair, cleaning, and tracking
Purpose: * Accessing the Palm Beach County turnout gear inspection, repair, cleaning, and tracking contract will allow the Miami Dade Fire Rescue Department to revise the existing specifications for the new term contract without causing disruption to the current services provided.

<u>Department(s):</u>	<u>Allocation(s):</u>	<u>Department(s):</u>	<u>Allocation(s):</u>
<u>Fire</u>	<u>\$ 75,000.00</u>	_____	<u>\$ _____</u>
_____	<u>\$ _____</u>	_____	<u>\$ _____</u>
_____	<u>\$ _____</u>	_____	<u>\$ _____</u>
_____	<u>\$ _____</u>	_____	<u>\$ _____</u>
_____	<u>\$ _____</u>	_____	<u>\$ _____</u>

Term of Contract :* One Two Three Four Five *Year(s)
 _____ Month(s)
 Period * From 04/01/2012 to 03/31/2013
 Upon Completion * From _____ to _____
 Upon Delivery * _____ Days A.R.O. (after Receipt of Order)

- Set Aside
 - Bid Preference
 - Goal
 - CSBE Level _____
 - Local Preference
 - Other: _____
- BBE HBE WBE
 - BBE HBE WBE
 - BBE HBE WBE

Review Committee Date: _____

Vendor(s): * Gloves, Inc.

Value of Contract: * \$ _____ For _____ Month(s) _____ Year(s)

Comments: * Market research indicates utilization of this contract to be more cost effective with savings of approximately _____%.

SECTION # 4
AWARD OF OTHER GOVERNMENT AGENCY CONTRACT

Signature(s): <u>M. Belancourt</u> Contact Person	<u>5/2/12</u> Date
<u>786.331.4241</u> Telephone Number	
<u>William Byan</u> Department Director	<u>5-3-12</u> Date

Signature(s):

_____ Procurement Agent	_____ Date
_____ Procurement Supervisor	_____ Date
_____ Procurement Manager	_____ Date
_____ Div. Director	_____ Date
_____ Procurement Director	_____ Date
_____ Vendor Assistance Section	_____ Release Date

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION
Sustainability, Planning & Economic Enhancement Department
Small Business Development Division

New contract
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 CO
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 Previous Contract/Project No: 5941-4/12-4

Re-Bid
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Requisition/Project Title: Turnout Gear

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Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
EXISTING		2ND YEAR	3RD YEAR
Contractor:	Gloves, Inc.		
Small Business Enterprise:			
Contract Value:	\$195,000		
Comments:			
Continued on another page (s): ___ Yes ___ No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

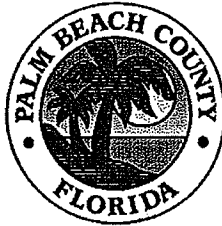
Signed: Roslyn Alic-Batson
Roslyn Alic-Batson

Date to SPEED-SBD: 06/01/12
 Date Returned to ISD-PM: _____

RECEIVED
 DEPT. BUSINESS DIV.
 2012 JUN - 1 AM 11:52

Board of County Commissioners

Shelley Vana, Chair
Steven L. Abrams, Vice Chairman
Karen T. Marcus
Paulette Burdick
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor



County Administrator

Robert Weisman

Purchasing Department
www.pbcgov.com/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #12-043/LM**

**TURNOUT GEAR INSPECTION, REPAIR, CLEANING AND TRACKING,
TERM CONTRACT**

BID OPENING DATE: March 8, 2012 AT 2:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our website at <http://www.pbcgov.com/purchasing>. It is the vendor's sole responsibility to routinely check this website for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from the above website or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID NO.: 12-043/LM BID TITLE: Turnout Gear Inspection, Repair, Cleaning and Tracking, Term Contract
PURCHASING DEPARTMENT CONTACT: Laura Mengel, Senior Buyer TELEPHONE NO.: 561-616-6817
FAX NO.: 561-242-6717 EMAIL ADDRESS: lmengel@pbcgov.com

All bid responses must be received on or before March 8, 2012, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.
- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not

transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.
- k. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
- l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. SBE BID DOCUMENT LANGUAGE

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be

awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and/or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 - Responsibilities After Contract Award

Schedule 3 - SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 - SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) bidders having a permanent place of business in Palm Beach County; (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades
- a. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
- b. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business, all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
- c. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. In addition, the attached A Certification of Business Location and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.
- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
 - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
- (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."
- i. **ACCEPTANCE/REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.
- Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.
- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract.

Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County.

n. **GUA PURCHASES UNDER \$100,000:** Pursuant to Section 2-54(f)(11), Palm Beach County Code, purchases under \$100,000 made for the Glades Utility Authority "GUA" may be awarded only to those vendors located in the Glades, as defined in the Palm Beach County Code. It is the County's intent to award this solicitation to the lowest, responsive, responsible bidder located in the Glades. However, if no response is received from a vendor located in the Glades, the good or service shall be re-solicited to all vendors and awarded to the lowest, responsive, responsible bidder.

4. BID OPENING/AWARD OF BID

a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.com/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site.) The official posting in the Purchasing Department shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to 561/242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. **PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts,

transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

7. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

8. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- The bidder, if not the manufacturer, must provide written evidence, from the manufacturer, which states that the bidder is an approved Globe Manufacturing repair and cleaning center for Nomex and shall be ETL certified to repair Crosstech moisture barriers.

9. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis, excluding option for repairs. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

10. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

11. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

12. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

13. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners.

14. WARRANTY

The successful bidder shall fully warrant all labor furnished hereunder against defect in materials and/or workmanship for a period of ninety (90) days from date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County, immediately upon written notice from the Director of Purchasing.

15. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, Attention Buyer, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the County prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. If vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

**SPECIFICATIONS
BID #12-043/LM**

TURNOUT GEAR INSPECTION, REPAIR, CLEANING AND TRACKING, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the Inspection, Repair, Cleaning and Tracking of Turn-Out Gear for Palm Beach County Fire Rescue.

SUCCESSFUL BIDDERS RESPONSIBILITIES

Successful bidder shall be regularly engaged in this type of work and use NFPA compliant repair materials from the original garment manufacturer. All thread shall be 100% Nomex® and meet "Major A Seam" requirements.

Successful bidder shall have trained employees to repair all components of the ensembles such as shells, liners and moisture barriers. Repairs, shall include, but not be limited to, burns, rips, Velcro, zippers, OEM reflective material, leather reinforcement, alterations, hardware such as snaps etc. Cleaning shall be done using manufacturer approved detergents for use with Nomex® and Crosstech materials as to not void fabric's fire retardant capability.

Successful bidder shall be able to process a minimum of twenty-five (25) sets of gear per business day in order to process each set annually to maintain NFPA1851 compliance, with the capability of processing up to thirty-two (32) per day in emergency situations. Bidder shall barcode all garments that have not been tagged and track each garment using a data base to include the following:

1. Firefighter's name
2. Date and condition when issued
3. Manufacturer and model name
4. Manufacturer's identification number or serial number and size of garment
5. Month and year manufactured
6. Dates of advanced inspection
7. Findings at time of advanced inspection
8. Dates of advanced cleaning, reason for and who performed advanced cleaning or decontamination
9. Date of repairs, description of repairs, who made repairs
10. Date of retirement and method of disposal
11. Employee current work location and shift

Records containing above information shall be provided to the department on an as needed basis as well as a six (6) month report for garments not processed during the six (6) month period. This shall be completed at NO additional cost to Palm Beach County.

Gear that has been exposed to hazardous materials or is extremely contaminated will be placed in RED BAGS and will be disposed of by the department in accordance with Federal, State, and Local regulations. Specialized cleaning may be needed to decontaminate gear exposed to blood borne pathogens, chemicals, and other substances. The successful bidder's trained staff shall notify Fire Rescue staff when badly damaged gear should be condemned and replaced. Garments shall be separated, liners from shells, and cleaned according to manufacturer's washing instructions with approved detergents for this type protective clothing, then dried, repaired if necessary, and assembled with its corresponding unit (i.e. shell with liner).

NOTE: Barcode on shell shall match barcode on liner to prevent mismatched garments.

**BID RESPONSE
 BID #12-043/LM**

TURNOUT GEAR INSPECTION, REPAIR, CLEANING AND TRACKING, TERM CONTRACT

ITEM	DESCRIPTION	UNIT	ESTIMATED ANNUAL QTY	UNIT PRICE	TOTAL OFFER
1.	CLEAN COAT SHELL	EA	736	\$_____	\$_____
2.	CLEAN PANTS SHELL	EA	672	\$_____	\$_____
3.	CLEAN COAT LINER	EA	736	\$_____	\$_____
4.	CLEAN PANTS LINER	EA	672	\$_____	\$_____
5.	REPLACE COAT ZIPPER	EA	300	\$_____	\$_____
6.	REPLACE PANT ZIPPER	EA	300	\$_____	\$_____
7.	REPLACE VELCRO ON COAT STORM FLAP	EA	200	\$_____	\$_____
8.	REPLACE VELCRO ON PANTS FLY	EA	200	\$_____	\$_____
9.	REPLACE LEATHER KNEE REINFORCEMENT	EA	100	\$_____	\$_____
10.	REPLACE LEATHER ELBOW REINFORCEMENT	EA	100	\$_____	\$_____
11.	REPAIR RIPS & TEARS	EA	100	\$_____	\$_____
12.	REPLACE REFLECTIVE TRIM (PER INCH)	EA	125	\$_____	\$_____
13.	ADD OR REPLACE RADIO POCKET	EA	50	\$_____	\$_____
14.	REPLACE WRISTLETS	EA	200	\$_____	\$_____
15.	BAR-CODING EACH GARMENT	EA	750	\$_____	\$_____
16.	DECONTAMINATION OF BLOOD BORNE PATHOGENS: COAT	EA	151	\$_____	\$_____
17.	DECONTAMINATION OF BLOOD BORNE PATHOGENS: PANTS	EA	151	\$_____	\$_____
TOTAL OFFER (ITEMS # 1-17)					\$_____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name _____

**BID RESPONSE
 BID #12-043/LM**

TURNOUT GEAR INSPECTION, REPAIR, CLEANING AND TRACKING, TERM CONTRACT

OPTIONAL: THIS ITEM SHALL NOT BE USED IN THE EVALUATION PROCESS

ITEM	DESCRIPTION	UNIT	HOURLY RATE
1.	STANDARD LABOR RATE FOR UNSPECIFIED REPAIRS	HR	\$ _____/HR

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is Qualification of Bidders information included, per Term and Condition #8? YES___ INITIAL___

Does Bidder clearly understand the Insurance requirement, per Term and Condition #15 YES___ INITIAL___

<p>* PLEASE AFFIX SIGNATURE WHERE INDICATED (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)</p> <p>By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.</p>	
FIRM NAME: (Enter the entire legal name of the bidding entity)	DATE:
* SIGNATURE: _____	PRINT NAME: PRINT TITLE:
ADDRESS: _____	
CITY / STATE: _____	ZIP CODE: _____
TELEPHONE # ()	E-MAIL:
TOLL FREE # ()	FAX #: ()
APPLICABLE LICENSE(S) NUMBER # _____	TYPE: _____
FEDERAL ID # _____	

STATEMENT OF NO BID
BID #12-043/LM

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

COMPANY NAME: _____
ADDRESS: _____
TELEPHONE: _____
SIGNATURE: _____
DATE: _____

WE, the undersigned have declined to bid due to the following reason(s):

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

REMARKS: _____

CERTIFICATION OF BUSINESS LOCATION
BID #: 12-043/LM

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) bidders/proposers having a permanent place of business in Palm Beach County ("County"); (2) bidders/proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades; and (3) bidders/proposers having a permanent place of business in the County (non-Glades business) who utilize Glades subcontractors for construction projects in the Glades. To receive a local preference, bidders/proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation that meets or exceeds the mandatory bid/proposal amount. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder/proposer to provide the goods/services to be purchased, and will be used to verify that the bidder/proposer had a permanent place of business prior to the issuance of the solicitation. The bidder/proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder/proposer to not receive a local preference.

In instances where the bidder/proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder/proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder/proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders/proposers for additional information related to this requirement after the bid/proposal due date.

I. Bidder/Proposer is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's/proposer's County Business Tax Receipt verifies bidder's/proposer's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder/proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder/proposer.

(Signature)

(Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #12-043/LM

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) 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.
- (2) 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.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide 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, Florida Statutes, 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.
- (5) 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.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
 (Individual's Name)

_____ of _____
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

 Signature

 Date

**SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)					DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Minority Business	Small Business		Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____	_____	_____	_____	_____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____	_____	_____	_____	_____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____	_____	_____	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		_____	_____	_____	_____	_____
Total										

(Please use additional sheets if necessary)

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge: _____
 Signature and Title

- Note:**
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____ / _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Print name of Prime Contractor
By: _____
Signature

Print name of SBE-M/WBE Subcontractor
By: _____
Signature

Print name/title of person executing on behalf
Prime Contractor

Print name/title of person executing on behalf
of SBE/M/WBE Subcontractor

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION										SBE-M/WBE Category (check all applicable)				
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge. _____
 (Signature and Title)
 Return to: Palm Beach County
 Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____

On MM - DD - YYYY from _____
(Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====
If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.
=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

Gloves, Inc. Price List

1950 Collins Blvd
Austell GA 30106

770-944-1986
800-476-4568

Cleaning				
Gear Type	Job Description	Type		
Coat	Cleaning - Advanced	Structural	Shell	25.00
	Cleaning - Advanced	Structural	Liner	10.00
			Total	35.00
Pant	Cleaning - Advanced	Structural	Shell	20.00
	Cleaning - Advanced	Structural	Liner	10.00
			Total	30.00
Coat	Cleaning - Advanced	Proximity	Shell	30.00
	Cleaning - Advanced	Proximity	Liner	9.00
			Total	39.00
Pant	Cleaning - Advanced	Proximity	Shell	27.00
	Cleaning - Advanced	Proximity	Liner	9.00
			Total	36.00
Coat Shell	Cleaning - Biohaz	Structural		15.00
Coat Shell	Cleaning - Heavy Soil/Tar Removal	Structural		30.00
Pant Shell	Cleaning - Biohaz	Structural		15.00
Pant Shell	Cleaning - Heavy Soil/Tar Removal	Structural		30.00
Coat	Inspection - Advanced			10.00
Pant	Inspection - Advanced			10.00
Gloves (Pr)	Advanced Cleaning			7.00
Hood	Advanced Cleaning			2.50
Boots (Pr)	Advanced Cleaning			31.00
Helmet	Advanced Cleaning			13.00
Coat Shell Repairs				
Gear Type	Job Description	Option	Action	
Coat Shell	Coat Tail	N/A	Replace	25.00
Coat Shell	Collar - Fold over liner type	N/A	Replace	53.00
Coat Shell	Collar - Standard	N/A	Replace	30.00
Coat Shell	Cuff	Arashield or Leather or Shell Matl.	Replace	17.00
Coat Shell	Cuff w/Velcro & Snap	Arashield or Leather or Shell Matl.	Replace	18.00
Coat Shell	Drag Rescue Device	N/A	Add	120.00
Coat Shell	Elbow Pad - 1 Piece over Seam	Leather	Replace	6.00
Coat Shell	Elbow Pad - 1 Piece over Seam	Arashield or Shell Material	Replace	20.00
Coat Shell	Elbow Pad - 2 Piece with Seam	Arashield or Leather or Shell Matl.	Replace	33.00
Coat Shell	Elbow Pad - Sewn In	Arashield or Leather or Shell Matl.	Replace	45.00
Coat Shell	Flashlight Strap w/Velcro & Snap		Replace	19.00
Coat Shell	Hanging Hook		Replace	10.00
Coat Shell	Mic/Toolholder Hook/Strap/Loop		Replace	10.00
Coat Shell	Misc. - Restitch Seam (No Charge)		N/A	0.00
Coat Shell	Misc. Hole or Tear up to 10 X 10		Repair	17.00
Coat Shell	Misc. Hole or Tear up to 6 x 6		Repair	12.00
Coat Shell	Misc. Hole or Tear up to 3 x 3		Repair	11.00
Coat Shell	Misc. Hook or Loop - per 12 inches		Replace	13.00
Coat Shell	Misc. Hook or Loop - per 12 inches		Restitch	2.75
Coat Shell	Misc. Hook or Loop - up to 2 x 2		Replace	6.00
Coat Shell	Misc. Hook or Loop - up to 2 x 2		Restitch	2.00
Coat Shell	Misc. Sewing - per 15 minutes		N/A	15.00
Coat Shell	Misc. Sewing - Repair Pocket (per 15 min.)		N/A	15.00
Coat Shell	Misc. Small Hardware	Grommet or Rivet or Snap	Replace	5.75
Coat Shell	Name Patch - Blank, Attached w/Velcro		Add/Replace	19.00
Coat Shell	Name Patch - Blank, Sewn On		Replace	13.00
Coat Shell	Reflective Letter on Patch		Add	4.50
Coat Shell	Reflective Letter on Patch		Replace	8.00
Coat Shell	Reflective Letter on Shell		Replace	6.50

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Gear Type	Job Description	Option	Action	
Coat Shell	Pass Device Strap		Replace	12.50
Coat Shell	Pocket - Bellows (Full)	Shell Material	Replace	39.50
Coat Shell	Pocket - Bellows (Full)	Shell Material + Reinforcement	Replace	49.75
Coat Shell	Pocket - Bellows (Semi)	Shell Material	Replace	39.50
Coat Shell	Pocket - Bellows (Semi)	Shell Material + Reinforcement	Replace	49.75
Coat Shell	Pocket - Flap Only		Replace	20.00
Coat Shell	Pocket - Hand Warmer	Shell Material	Replace	30.00
Coat Shell	Pocket - Hand Warmer	Shell Material + Reinforcement	Replace	40.00
Coat Shell	Pocket - Radio	Shell Material	Replace	4.00
Coat Shell	Pocket - Radio	Shell Material + Reinforcement	Replace	4.00
Coat Shell	Pocket - Repair Reinforcement	Arashield or Leather or Shell Matl.	Repair	32.00
Coat Shell	Reflective Flag		Add	10.25
Coat Shell	Reflective Trim - One Band on Coat (Pleated Back)	1/3 Circumference	Replace	49.50
Coat Shell	Reflective Trim - One Band on Coat (Pleated Back)	Full Circumference	Replace	90.00
Coat Shell	Reflective Trim - One Band on Coat (Standard)	1/3 Circumference	Replace	45.00
Coat Shell	Reflective Trim - One Band on Coat (Standard)	Full Circumference	Replace	78.00
Coat Shell	Reflective Trim - One Band on Sleeve		Replace	37.50
Coat Shell	Reflective Trim - per 24 inches		Restitch	4.00
Coat Shell	Reflective Trim - Remove & Replace Hardware		Replace	3.50
Coat Shell	Reflective Trim - Remove & Replace Pocket		Replace	15.25
Coat Shell	Reflective Trim - Vertical Band	Full	Replace	49.50
Coat Shell	Reflective Trim - Vertical Band	Half	Replace	30.00
Coat Shell	Reflective Trim Over Pocket		Replace	40.50
Coat Shell	Reflective Trim Over Storm Flap		Replace	48.00
Coat Shell	Reflective Trim Under Pocket		Replace	30.00
Coat Shell	Shoulder Pad - External	Arashield or Leather or Shell Matl.	Replace	26.25
Coat Shell	Shoulder Pad - Sewn In	Arashield or Leather or Shell Matl.	Replace	34.25
Coat Shell	Storm Flap - D-Ring		Replace	8.25
Coat Shell	Storm Flap - Hook		Replace	9.50
Coat Shell	Storm Flap - Hook or Loop		Replace	30.00
Coat Shell	Storm Flap - Hook or Loop		Restitch	4.75
Coat Shell	Storm Flap - Zipper		Replace	42.00
Coat Shell	Storm Flap - Zipper Reinforcement		Replace	10.00
Coat Shell	Storm Flap - Zipper Stop or Tab		Replace	6.00
Coat Shell	Strap w/Snap or Button		Replace	5.25
Coat Shell	Take-up Strap		Replace	13.00
Coat Shell	Take-up Strap Buckle		Replace	10.00
Coat Shell	Throat Closure - Entire		Replace	30.00
Coat Shell	Throat Closure Hook or Loop		Replace	15.00
Coat Shell	Throat Closure Hook or Loop		Restitch	2.50
Coat Shell	Waterwell Only	Elastic or Velcro & Snap	Replace	17.00
Coat Shell	Waterwell w/Wristlet	Standard	Replace	36.00
Coat Shell	Waterwell w/Wristlet	Thumbhole	Replace	41.00
Coat Shell	Wristlet Only	Standard	Replace	26.00
Coat Shell	Wristlet Only	Thumbhole	Replace	26.00
Coat Shell	Yoke		Replace	120.00

Gloves, Inc. Price List

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Coat Shell/Liner Alterations				
Gear Type	Job Description	Option	Action	
Coat Shell	Alterations - per hour (liner included)		N/A	60.00
Coat Shell	Alterations - per 15 min. (liner included)		N/A	15.00
	*Lengthen Body			
	*Shorten Body			
	*Lengthen Sleeve			
	*Shorten Sleeve			
Coat Liner Repairs				
Gear Type	Job Description	Option	Action	
Coat Liner	Binding - per 12 inches		Replace	12.50
Coat Liner	Coat Tail		Replace	34.50
Coat Liner	Heatseal - per 12 inches		N/A	10.00
Coat Liner	Heatseal all Seams		N/A	20.50
Coat Liner	Heatseal Waterwell		N/A	5.00
Coat Liner	Hydrostatically Test		N/A	9.00
Coat Liner	Misc. Hole or Tear - up to 10 X 10		Repair	17.00
Coat Liner	Misc. Hole or Tear - up to 6 X 6		Repair	12.00
Coat Liner	Misc. Hole or Tear - up to 3 x 3		Repair	11.00
Coat Liner	Misc. Hook or Loop - per 12 inches		Replace	10.00
Coat Liner	Misc. Hook or Loop - per 12 inches		Restitch	2.75
Coat Liner	Misc. Hook or Loop - up to 2 x 2		Replace	7.00
Coat Liner	Misc. Hook or Loop - up to 2 x 2		Restitch	2.00
Coat Liner	Misc. Sewing - per 15 minutes		N/A	15.00
Coat Liner	Misc. Small Hardware	Grommet or Rivet or Snap	Replace	5.75
Coat Liner	Strap w/Snap or Button		Replace	5.25
Coat Liner	Velcro on Collar		Replace	22.00
Coat Liner	Velcro on Collar		Restitch	4.50
Coat Liner	Waterwell Only	Elastic	Replace	17.00
Coat Liner	Waterwell Only	Velcro & Snap	Replace	20.00
Coat Liner	Wristlet Only	Standard	Replace	26.00
Coat Liner	Wristlet Only	Thumbhole	Replace	26.00
Coat Liner	Waterwell w/Wristlet	Standard	Replace	40.00
Coat Liner	Waterwell w/Wristlet	Thumbhole	Replace	42.00
Coat Liner	Zipper		Replace	48.00
Coat Liner	Zipper Stop or Tab		Replace	6.00

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Pant Shell Repairs				
Gear Type	Job Description	Option	Action	
Pant Shell	Belt Loop		Replace	12.00
Pant Shell	Boot Access Panel		Add	115.50
Pant Shell	Boot Access Panel - Zipper		Replace	32.50
Pant Shell	Boot Access Panel - Zipper Stop or Tab		Replace	6.00
Pant Shell	Cuff	Arashield or Leather or Shell Matl.	Replace	15.00
Pant Shell	Fly - D-Ring		Replace	8.25
Pant Shell	Fly - Hook		Replace	9.50
Pant Shell	Fly - Hook or Loop		Replace	48.00
Pant Shell	Fly - Hook or Loop		Restitch	4.75
Pant Shell	Fly - Zipper		Replace	6.00
Pant Shell	Fly - Zipper Stop or Tab		Replace	6.00
Pant Shell	Hole or Tear - up to 10 X 10		Repair	17.00
Pant Shell	Hole or Tear - up to 6 X 6		Repair	12.00
Pant Shell	Hole or Tear - up to 3 x 3		Repair	11.00
Pant Shell	Knee Pad - Padded	Arashield or Leather or Shell Matl.	Replace	24.00
Pant Shell	Knee Pad - Sewn In	Arashield or Leather or Shell Matl.	Replace	49.50
Pant Shell	Knee Pad - Standard	Leather	Replace	6.00
Pant Shell	Knee Pad - Standard	Arashield or Shell Material	Replace	23.00
Pant Shell	Misc. Hook or Loop - per 12 inches		Replace	12.00
Pant Shell	Misc. Hook or Loop - per 12 inches		Restitch	2.75
Pant Shell	Misc. Hook or Loop - up to 2 x 2		Replace	7.00
Pant Shell	Misc. Hook or Loop - up to 2 x 2		Restitch	2.00
Pant Shell	Misc. Sewing - per 15 minutes		N/A	15.00
Pant Shell	Misc. Sewing - Repair Pocket (per 15 min)		N/A	15.00
Pant Shell	Misc. Small Hardware	Grommet or Rivet or Snap	Replace	5.75
Pant Shell	Pocket - Bellows	Shell Material	Replace	45.50
Pant Shell	Pocket - Bellows	Shell Material + Reinforcement	Replace	49.00
Pant Shell	Pocket - Flap Only		Replace	8.75
Pant Shell	Pocket - Patch	Shell Material	Replace	39.75
Pant Shell	Pocket - Patch	Shell Material + Reinforcement	Replace	42.00
Pant Shell	Pocket - Repair Reinforcement		Repair	40.00
Pant Shell	Reflective Trim - One Band on Leg		Replace	36.00
Pant Shell	Reflective Trim - Vertical Band	Full	Replace	51.70
Pant Shell	Reflective Trim - Vertical Band	Half	Replace	27.70
Pant Shell	Reflective Trim per 24 inches		Restitch	4.00
Pant Shell	Strap w/Snap or Button		Replace	5.25
Pant Shell	Suspender Buckle		Replace	14.00
Pant Shell	Suspender Button		Replace	6.00
Pant Shell	Take-up Strap		Replace	13.00
Pant Shell	Take-up Strap Buckle		Replace	12.00

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Pant Shell/Liner Alterations				
Gear Type	Job Description	Option	Action	
Pant Shell	Alterations - per hour (liner included)		N/A	60.00
Pant Shell	Alterations - per 15 min. (liner included)		N/A	15.00
	* Increase Waist			
	* Reduce Waist			
	* Lengthen Leg			
	* Shorten Leg			
Pant Liner Repairs				
Gear Type	Job Description	Option	Action	
Pant Liner	Binding - per 12 inches		Replace	12.50
Pant Liner	Heatseal - per 12 inches		N/A	10.00
Pant Liner	Heatseal all Seams		N/A	22.50
Pant Liner	Hole or Tear up to 10 X 10		Repair	17.00
Pant Liner	Hole or Tear up to 6 x 6		Repair	12.00
Pant Liner	Hole or Tear up to 3 x 3		Repair	11.00
Pant Liner	Hydrostatically Test		N/A	9.00
Pant Liner	Misc. Hook or Loop - per 12 inches		Replace	12.00
Pant Liner	Misc. Hook or Loop - per 12 inches		Restitch	2.75
Pant Liner	Misc. Hook or Loop - up to 2 x 2		Replace	5.50
Pant Liner	Misc. Hook or Loop - up to 2 x 2		Restitch	2.00
Pant Liner	Misc. Sewing - per 15 minutes		N/A	15.00
Pant Liner	Misc. Small Hardware	Grommet or Rivet or Snap	Replace	5.75
Pant Liner	Strap w/Snap or Button		Replace	5.25
Pant Liner	Zipper		Replace	35.00
Pant Liner	Zipper Stop or Tab		Replace	6.00
Revised				
04/01/12				
Prices subject to change without notice.				
All prices are per each component/task unless otherwise noted.				

Bid 2012

Form W

AMENDMENT #1

Dated: February 13, 2012

PALM BEACH COUNTY PURCHASING DEPARTMENT
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FLORIDA 33415-3199

BID #: 12-043/LM

TITLE: TURNOUT GEAR INSPECTION, REPAIR, CLEANING AND TRACKING,
TERM CONTRACT

OPENING
DATE: March 8, 2012

**REFERENCE PAGE 10, SPECIFICATIONS, SUCCESSFUL BIDDERS
RESPONSIBILITIES, ADD THE FOLLOWING:**

Pick-up & Delivery:

Successful bidder shall pick up and deliver to and from various locations within the County. Successful bidder shall pick up gear from each station (minimum three (3) stations per day) at a pre-determined location where gear will be scanned (if barcodes are attached) using a barcode scanner.

A pickup list shall be printed that shall include the date, name, location, and scheduled delivery with a copy to be left with station personnel.

Turn-around time to original location with finished gear shall be no more than thirty-six (36) hours with the exception of contaminated gear seventy-two (72) hours.

In the event a routine inspection done by a firefighter finds repairs to be necessary, the firefighter may drop off garment(s) at bidder's facility and shall be able to pick up gear NO more than thirty-six (36) hours later.

The department shall provide a central supply location for gear to be picked up by bidder on an as needed basis for cleaning and repair to be returned to same location for redistribution to stations by department personnel.

NOTE: This executed amendment shall be returned with your bid response. Failure to include with bid response shall result in rejection of your bid.

Gloves Inc.
COMPANY NAME

LAURA MENGEL
SENIOR BUYER

W.L. Clark 3-5-12
SIGNATURE / DATE

TAMMY SMITH
PURCHASING MANAGER

Page 10

**SPECIFICATIONS
BID #12-043/LM**

TURNOUT GEAR INSPECTION, REPAIR, CLEANING AND TRACKING, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the Inspection, Repair, Cleaning and Tracking of Turn-Out Gear for Palm Beach County Fire Rescue.

SUCCESSFUL BIDDERS RESPONSIBILITIES

Successful bidder shall be regularly engaged in this type of work and use NFPA compliant repair materials from the original garment manufacturer. All thread shall be 100% Nomex® and meet "Major A Seam" requirements.

Successful bidder shall have trained employees to repair all components of the ensembles such as shells, liners and moisture barriers. Repairs, shall include, but not be limited to, burns, rips, Velcro, zippers, OEM reflective material, leather reinforcement, alterations, hardware such as snaps etc. Cleaning shall be done using manufacturer approved detergents for use with Nomex® and Crosstech materials as to not void fabric's fire retardant capability.

Successful bidder shall be able to process a minimum of twenty-five (25) sets of gear per business day in order to process each set annually to maintain NFPA1851 compliance, with the capability of processing up to thirty-two (32) per day in emergency situations. Bidder shall barcode all garments that have not been tagged and track each garment using a data base to include the following:

1. Firefighter's name
2. Date and condition when issued
3. Manufacturer and model name
4. Manufacturer's identification number or serial number and size of garment
5. Month and year manufactured
6. Dates of advanced inspection
7. Findings at time of advanced inspection
8. Dates of advanced cleaning, reason for and who performed advanced cleaning or decontamination
9. Date of repairs, description of repairs, who made repairs
10. Date of retirement and method of disposal
11. Employee current work location and shift

Records containing above information shall be provided to the department on an as needed basis as well as a six (6) month report for garments not processed during the six (6) month period. This shall be completed at NO additional cost to Palm Beach County.

Gear that has been exposed to hazardous materials or is extremely contaminated will be placed in RED BAGS and will be disposed of by the department in accordance with Federal, State, and Local regulations. Specialized cleaning may be needed to decontaminate gear exposed to blood borne pathogens, chemicals, and other substances. The successful bidder's trained staff shall notify Fire Rescue staff when badly damaged gear should be condemned and replaced. Garments shall be separated, liners from shells, and cleaned according to manufacturer's washing instructions with approved detergents for this type protective clothing, then dried, repaired if necessary, and assembled with its corresponding unit (i.e. shell with liner).

NOTE: Barcode on shell shall match barcode on liner to prevent mismatched garments.



MAR 26 2012

Form L

March 20, 2012

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

GLOVES, INC.
DAVID L. CLARK, PRESIDENT
1950 COLLINS BLVD.
AUSTELL, GA 30106

Dear Vendor:

RE: TERM CONTRACT #12043

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for TURNOUT GEAR INSPECTION, REPAIR, CLEANING AND TRACKING based on:

[X] SOLICITATION # 12-043/LM

The term of this contract is 04/01/12 through 03/31/13. The estimated dollar value is \$75,000.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Laura Mengel, Senior Buyer at (561) 616-6817.

Sincerely,

Tammy Smith
Purchasing Manager

c: Bonnie Stein, Fire Rescue
File

Palm Beach County
Board of County
Commissioners
Shelley Vana, Chair
Steven L. Abrams, Vice Chairman
Karen T. Marcus
Paulette Burdick
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor

County Administrator
Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

