

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. FB-00654

Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID2100046
 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Structural Firefighting Personal Protective Equipment

Description: The purpose of this solicitation is to establish a contract for the purchase of Structural Firefighting Personal Protective Clothing in conjunction with the needs of Miami Dade County.

Issuing Department: ISD
 Contact Person: Shantrell Page
 Phone: 305-375-4708

Estimate Cost: 5,000,000.00

Funding Source: GENERAL
FEDERAL
OTHER
Fire Distric

ANALYSIS

Commodity Codes:	200-37			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:	Bennett Fire Products Co			
Small Business Enterprise:				
Contract Value:	\$4,650,200.00			
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: 	Date sent to SBD: 02/01/2021
	Date returned to SPD:

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Structural Firefighting Personal Protective Clothing in conjunction with the needs of Miami Dade County.

2.2 SMALL BUSINESS CONTRACT MEASURES

The applicable measure for this solicitation is a SBE Bid Preference as further defined in Section 1, Paragraph 1.44 of the General Terms and Conditions.

2.3 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Blanket Purchase Order issued by the Internal Services Department, Strategic Procurement Division. The contract shall expire on the last day of the month of the five-year term.

2.4 METHOD OF AWARD

Group 1 Structural Firefighting Ensemble

Award of Group 1 will be made to the responsive, responsible Bidder providing the lowest priced option in the aggregate who meets the requirements listed below. To be considered for award, the Bidder shall offer prices on all items within a given option. The County will then select the Bidder for award by totaling the extended prices for all of the items within a given option and select the lowest aggregated option.

- 2.4.1** Bidders(s) shall be the Original Manufacturer (OM), distributor or reseller of the brand being offered. Bidder(s) shall provide proof of the OM brands proposed, designating the Bidder as the OM, distributor or reseller. Proof may be provided in any of the following forms:
 - 2.4.1.1** A signed letter indicating that the Bidder is the OM of the brand proposed.
 - 2.4.1.2** A signed letter of authorization from the OM dated within one (1) year of the submittal designating the Bidder as a distributor.
 - 2.4.1.3** Indication on the manufacturer's website listing the Bidder as a distributor.
 - 2.4.1.4** Executed agreements between the Bidder and the manufacturer to sell the brands listed in the submittal.
 - 2.4.1.5** Authorization from the manufacturer to the distributor in any of the manners stated in items 2.4.1.2 – 2.4.1.4 and authorization from the distributor to the reseller.
- 2.4.2** Bidder(s) shall provide a copy of the certificate of registration indicating that the OM brand being offered is ISO Standard 9001 to assure a satisfactory level of quality.

Group 2 Structural Firefighting Particulate Blocking Hood

Award of Group 2 will be made to the responsive, responsible Bidder providing the lowest priced option who meets the requirements listed below.

- 2.4.3** Bidders(s) shall be the Original Manufacturer (OM), distributor or reseller of the brand being offered. Bidder(s) shall provide proof of the OM brands proposed, designating the Bidder as the OM, distributor or reseller. Proof may be provided in any of the following forms:
- 2.4.3.1** A signed letter indicating that the Bidder is the OM of the brand proposed.
 - 2.4.3.2** A signed letter of authorization from the OM dated within one (1) year of the submittal designating the Bidder as a distributor.
 - 2.4.3.3** Indication on the manufacturer's website listing the Bidder as a distributor.
 - 2.4.3.4** Executed agreements between the Bidder and the manufacturer to sell the brands listed in the submittal.
 - 2.4.3.5** Authorization from the manufacturer to the distributor in any of the manners stated in items 2.4.3.2 – 2.4.3.4 and authorization from the distributor to the reseller.
- 2.4.4** Bidder(s) shall provide a copy of the certificate of registration indicating that the OM brand being offered is ISO Standard 9001 to assure a satisfactory level of quality.

Group 3 Structural Firefighting Boot (Rubber)

Award of Group 3 will be made to the responsive, responsible Bidder providing the lowest priced option in the aggregate who meets the requirements listed below. To be considered for award, the Bidder shall offer prices on all items within a given option. The County will then select the Bidder for award by totaling the extended prices for all of the items within a given option and select the lowest aggregated option.

- 2.4.5** Bidders(s) shall be the Original Manufacturer (OM), distributor or reseller of the brand being offered. Bidder(s) shall provide proof of the OM brands proposed, designating the Bidder as the OM, distributor or reseller. Proof may be provided in any of the following forms:
- 2.4.5.1** A signed letter indicating that the Bidder is the OM of the brand proposed.
 - 2.4.5.2** A signed letter of authorization from the OM dated within one (1) year of the submittal designating the Bidder as a distributor.
 - 2.4.5.3** Indication on the manufacturer's website listing the Bidder as a distributor.
 - 2.4.5.4** Executed agreements between the Bidder and the manufacturer to sell the brands listed in the submittal.
 - 2.4.5.5** Authorization from the manufacturer to the distributor in any of the manners stated in items 2.4.5.2 – 2.4.5.4 and authorization from the distributor to the reseller.
- 2.4.6** Bidder(s) shall provide a copy of the certificate of registration indicating that the OM brand being offered is ISO Standard 9001 to assure a satisfactory level of quality.

Group 4 Structural Firefighting Helmet

Award of Group 4 will be made to the lowest priced responsive, responsible Bidder who meets the requirements listed below.

- 2.4.7** Bidders(s) shall be the Original Manufacturer (OM), distributor or reseller of the brand being offered. Bidder(s) shall provide proof of the OM brands proposed, designating the Bidder as the OM, distributor or reseller. Proof may be provided in any of the following forms:
- 2.4.7.1** A signed letter indicating that the Bidder is the OM of the brand proposed.
 - 2.4.7.2** A signed letter of authorization from the OM dated within one (1) year of the submittal designating the Bidder as a distributor.
 - 2.4.7.3** Indication on the manufacturer's website listing the Bidder as a distributor.
 - 2.4.7.4** Executed agreements between the Bidder and the manufacturer to sell the brands listed in the submittal.

2.4.7.5 Authorization from the manufacturer to the distributor in any of the manners stated in items 2.4.7.2 – 2.4.7.4 and authorization from the distributor to the reseller.

2.4.8 Bidder(s) shall provide a copy of the certificate of registration indicating that the OM brand being offered is ISO Standard 9001 to assure a satisfactory level of quality.

Bidder(s) shall submit with their bid all the specified information, documents, and attachments as proof of compliance to the requirements; however, Miami-Dade County may, at its sole discretion, allow the Bidder(s) to complete or supplement the requirement information/documents during the evaluation process. Failure to provide proof of compliance to the requirements, as specified by the County, may result in the Bidder's bid being declared non-responsive. The County shall be sole judge of the Bidder's conformance with the requirements and its decision shall be final. The Awarded Bidder(s) shall remain in compliance with the requirements as described above throughout the duration of the contract.

2.5 PRICES

The initial contract prices resulting from this solicitation shall remain fixed and firm for no less than 12 months from the contract commencement date. It is the Awarded Bidder's responsibility to request any adjustment. The Awarded Bidder's request for adjustment must be submitted to the County's Internal Services Department for review, no less than 90 days prior to the end of the then current anniversary date. The County may consider an adjustment based upon the documented price adjustments by the brand manufacturer. Acceptable documentation for an adjustment shall be a brand manufacturer's revised price list, and/or letter by the item brand manufacturer to its distributors notifying them of an adjustment. Adjustments greater than five (5) percent annually, on any item, will be dis-allowed.

If no adjustment request is received from the Awarded Bidder(s), the County will assume that the Awarded Bidder(s) has agreed that the next contract year will remain at the then current price.

The County reserves the right to negotiate lower pricing during the contract period based on market conditions or other factors that influence price.

2.6 DELIVERY

The Awarded Bidder shall make deliveries for all Groups within sixty (60) business days after the date of an order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Awarded Bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the Awarded Bidder. In these cases, the Awarded Bidder(s) shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the Awarded Bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, not including force majeure, it is hereby agreed and understood that the County reserves the authority to cancel the contract on a default basis. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent Awarded Bidder with any re-procurement costs.

DELIVERY TIMES SPECIFIED

The Awarded Bidder shall only be authorized to deliver items between the hours of 8:00AM and 4:00PM, Monday thru Friday excluding holidays.

2.7 BACK ORDER

The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the Awarded Bidder is required to deliver all items to the County within the time specified in this solicitation; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the Awarded Bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent Awarded Bidder for any re-procurement costs.

2.8 WARRANTY

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Awarded Bidder(s), the Awarded Bidder(s) shall warrant its products against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Awarded Bidder(s) is under contract with the County at the time of defect. Any payment by the County on behalf of the goods received from the Awarded Bidder(s) does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The Awarded Bidder(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within thirty (30) calendar days after the County notifies the Awarded Bidder of such deficiency in writing. If the Awarded Bidder fails to honor the warranty and/or fails to correct or replace the defective items within the period specified, the County may, at its discretion, notify the Awarded Bidder(s), in writing, that the Awarded Bidder(s) may be debarred as a County Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fifteen (15) calendar days of receipt of the notice. If the Awarded Bidder(s) fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Awarded Bidder(s) in default of its contract, and/or (b) procure the products or services from another vendor and charge the Awarded Bidder(s) for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.9 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County in full compliance with the specifications and requirements set forth in this contract. If an Awarded Bidder-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at Awarded Bidder's expense, to the Awarded Bidder. At the County's own option, the Awarded Bidder(s) shall either provide a direct replacement for the item or provide a full credit for the returned item. The Awarded Bidder(s) shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.10 DAMAGED GOODS

The Awarded Bidder(s) shall be responsible for filing, processing, and collecting all damage claims against the shipper.

2.11 PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation which are utilized by the County in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative may contact the Awarded Bidder(s) to obtain a price quote for the similar items. If there are multiple Awarded Bidders on the contract, the County representative may also obtain price quotes from these Awarded Bidders. The County reserves the right to award these similar items to the primary

Awarded Bidder, another contract Bidder based on the lowest price quoted, or to acquire the items through a separate solicitation.

2.12 STOCK LEVELS SHALL BE MAINTAINED BY AWARDED BIDDER

The Awarded Bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Awarded Bidder(s), the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the Awarded Bidder(s) for any re-procurement costs incurred by the County.

2.13 "EQUAL" PRODUCT CANNOT BE CONSIDERED

The specific items listed in this solicitation are the only products that will be accepted under this solicitation. "Equal" or "Substitute" products shall not be considered.

2.14 INSURANCE REQUIREMENTS

Section 1.22, Insurance Requirements, of the General Terms and Conditions is hereby amended to replace paragraph A with the following:

The Contractor shall furnish to the Internal Services Department/Strategic Procurement Division, 111 NW 1st Street, Suite 1300, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Product Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All other language under Section 1.22 remains the same.

2.15 PRE-BID CONFERENCE

A pre-bid conference will be held Friday, February 05, 2021 at 2:00PM (local time) via Zoom. It is recommended that a representative of a potential bidder attend this conference as the "Cone of Silence" is exempt from the conference and special conditions and specifications included within this solicitation will be discussed.

In response to concerns regarding COVID-19 (Coronavirus Disease 2019), the pre-bid meeting will be held electronically through Zoom. To join the Zoom Meeting click on the link below at the designated date and time: <https://miamidade.zoom.us/j/92031034984?pwd=VXNPeUtFQWgwa0FLY2I3V3NDd0FTQT09> Use the following information for access to the zoom meeting:

Meeting ID: 920 3103 4984
Passcode: 155920

One tap mobile
+17866351003,,92031034984# US (Miami)

Dial by your location
+1 786 635 1003 US (Miami)

Meeting ID: 920 3103 4984

Find your local number: <https://miamidade.zoom.us/j/92031034984>

Bidders are advised to carefully examine the requirements and specifications in this solicitation and to become thoroughly aware of any and all conditions and requirements that may, in any manner, effect the clothing to be provided under this contract. Failure or omission of the Bidder(s) to review any instructions, documents, or specifications and become acquainted with the nature of the product(s) and all matters which may in any way effect performance shall not relieve the Bidder(s) of any obligation to perform as specified herein.

SECTION 3

TECHNICAL SPECIFICATIONS

3.1 BACKGROUND

Miami-Dade County seeks to equip firefighting personnel with protective clothing to be used for firefighting operations. This protective clothing should be custom sized for functionality, fit for men and women, protection in transition areas, ease of connecting hardware, linear wear and tear, and thermal layering. All custom sizing shall be completed in accordance with Section 3.5 below.

For Groups 1 and 2, the County anticipates purchasing approximately 2,000 ensembles (which will follow the weekly sizing and delivery schedule of 60 day per weekly order. Weekly order quantities will be determined by the sizing teams) and 2,000 hoods at the start of the contract.

After the initial purchase, the County anticipates purchasing the remaining ensembles and hoods as needed.

For Group 3, the County anticipates purchasing no more than 200 boots (100 pairs) per order and approximately 600-1000 ~~boots~~ Gloves.(300-500 pairs)each year.

For Group 4, the County anticipates purchasing no more than 100 helmets per order and approximately 300-500 per year.

3.2 SCOPE OF WORK / GOODS TO BE PROVIDED (as further defined in Section 4)

The County anticipates purchasing structural firefighting ensembles (coat and pant), boots, hoods, and helmets. The clothing addressed in these specifications shall be designed and manufactured to protect firefighters against adverse environmental effects during structural firefighting operations. Structural Firefighting Personal Protective Clothing shall be designed and manufactured in compliance with NFPA 1971 latest edition, OSHA (29 CFR 1910) requirements for firefighters structural protective clothing, and the requirements of the County.

3.3 LABEL

All Firefighting Personal Protective Clothing shall be equipped with a "label" containing a "Barcode" and the following information:

- 3.3.1 Brand
- 3.3.2 Model Type
- 3.3.3 Serial Number
- 3.3.4 Style Number
- 3.3.5 Color
- 3.3.6 Description
- 3.3.7 Chest/Waist size
- 3.3.8 Coat/Pant length
- 3.3.9 Sleeve length
- 3.3.10 Manufacturer Date
- 3.3.11 Component type for, outer shell, moister barrier, and thermal liner

3.4 AVAILABLE SIZES

All Structural Firefighting Personal Protective Clothing must be available in all sizes required to fit all personnel employed by the County.

3.5 SIZING

It shall be the responsibility of the Awarded Bidder(s) to size firefighters for proper fit and standard sizing for men and women, throughout the contract term at no additional cost. The Awarded Bidder from Group 1 shall begin sizing all County Personnel providing a minimum of two (2) sizing teams available to expedite the sizing process at all County facilities.

The sizing shall begin in a maximum of thirty days (30) after issuance of a purchase order and continue until all County personnel have been initially sized. The Awarded Bidder shall coordinate sizing with County Personnel with commencement date and schedule.

The Awarded Bidder shall complete an estimated sizing of one hundred to one hundred fifty (100-150) ensembles every ten (10) business days from the start of the sizing until all sizing is complete. The County will place orders each week based on weekly sizing.

3.6 LETTERING / PATCH / IDENTIFICATION

The Awarded Bidder shall provide the following, at no additional cost:

3.6.1 COAT DEPARTMENT NAME PATCH

Each coat shall have a 3-inch fluorescent lime yellow Fire Trim with lettering reading "MIAMI-DADE" on a black Nomex® / Kevlar® outer shell panel and sewn on the coat. [See Attachment A.](#)

3.6.2 COAT EMPLOYEE ID TAIL FLAP

Lettering shall be on a Snap-on or hook and loop letter patch. The letter patch shall be constructed layer of Black Nomex® / Kevlar® outer shell material with a 3-inch fluorescent lime yellow Fire Trim Reflective Material with lettering for firefighter's first initial with period and last name. [See Attachment B.](#)

3.6.3 COAT SHOULDER PATCH

Two (2) flame retardant material (FRM) shoulder patches, Miami-Dade Fire Rescue logo with Miami-Dade County Crest will be attached with fire retardant sewing (FRS) thread and will have a hook and loop fastening system on each shoulder of coat, or screen printed on the shoulder patch. Shoulder patches will be centered approximately eight (8) inches above elbow of coat. [See Attachment C.](#)

3.6.4 COAT EMBLEM

One (1) American Flag embroidered patch with gold border measuring approximately 2.75" wide by 1.5" tall shall be sewn to the center of the left radio pocket flap. [See Attachment D.](#)

3.6.5 PANT DEPARTMENT NAME

On left leg pocket, each pant shall have a 3-inch fluorescent lime yellow Fire Trim with lettering reading "MDFR" on a black Airshield® panel and sewn on the pant. [See Attachment E.](#)

SECTION 4 SUBMITTAL FORM

BIDDER: _____ **FEIN NO.:** _____

4.1 REQUIREMENTS

TO BE COMPLETED BY BIDDERS FOR ALL GROUPS	
Bidder Requirements	Copy attached
Bidders(s) shall be the Original Manufacturer (OM), distributor or reseller of the brand being offered. Bidder(s) shall provide proof of the OM brands proposed, designating the Bidder as the OM, distributor or reseller. Proof may be provided in any of the following forms: <ul style="list-style-type: none">A. A signed letter indicating that the Bidder is the OM of the brand proposed.B. A signed letter of authorization from the OM dated within one (1) year of the submittal designating the Bidder as a distributor.C. Indication on the manufacturer's website listing the Bidder as a distributor.D. Executed agreements between the Bidder and the manufacturer to sell the brands listed in the submittal.E. Authorization from the manufacturer to the distributor in any of the manners stated in items A – D and authorization from the distributor to the reseller.	Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3 <input type="checkbox"/> Group 4 <input type="checkbox"/>
Bidder(s) shall provide a copy of the certificate of registration indicating that the OM brand being offered is ISO Standard 9001 to assure a satisfactory level of quality.	Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3 <input type="checkbox"/> Group 4 <input type="checkbox"/>

4.2 PRICING

GROUP 1 – STRUCTURAL FIREFIGHTING ENSEMBLE

Option A					
Item #	Manufacturer	Description	Quantity	Unit of Measure	Unit Price
1	Lion™	V-Force Bi-Swing Coat – CVB	2,500	Each	\$ Click here to enter text.
2	Lion™	V-Force Pant – PVF	2,500	Each	\$ Click here to enter text.

OR

Option B					
Item #	Manufacturer	Description	Quantity	Unit of Measure	Unit Price
1	Globe™	Gxtreme #11362-G - 3.0 Coat	2,500	Each	\$ Click here to enter text.
2	Globe™	Gxtree #F1362-G GPS Pant	2,500	Each	\$ Click here to enter text.

GROUP 2 – STRUCTURAL FIREFIGHTING PARTICULATE BLOCKING HOOD

Item #	Manufacturer	Description	Quantity	Unit of Measure	Unit Price
Option A					
1	INNOTEX™	INNOTEX GRAY Particulate Blocking Hood 25 (Product #H-INNO25-ML)	2,500	Each	\$ Click here to enter text.

Option B					
2	Lion™	REDZONE Particulate Blocking Hood Black/Gray (Product #HD395142)	2,500	Each	\$ Click here to enter text.

GROUP 3 – STRUCTURAL FIREFIGHTING BOOT (RUBBER)**Option A**

Item #	Manufacturer	Description	Quantity	Unit of Measure	Unit Price
1	Honeywell™	Ranger™ Series Rubber Boot (Uni) (M) Model #1500	1,500	Each	\$ Click here to enter text.
2	Honeywell™	Ranger™ Series Rubber Boot (Uni) (F) Model #1000	1,500	Each	\$ Click here to enter text.

OR**Option B**

Item #	Manufacturer	Description	Quantity	Unit of Measure	Unit Price
1	Lion™	HellFire™ Felt Insulated Rubber Boot (M) Product # 807-6003	1,500	Each	\$ Click here to enter text.
2	Lion™	HellFire™ Felt Insulated Rubber Boot (F) Product # 507-6003	1,500	Each	\$ Click here to enter text.

OR**Option C**

Item #	Manufacturer	Description	Quantity	Unit of Measure	Unit Price
1	Lion™	HellFire™ Kevlar Insulated Rubber Boot (M) Product #807-6000	1,500	Each	\$ Click here to enter text.
2	Lion™	HellFire™ Kevlar Insulated Rubber Boot (F) Product #507-6000	1,500	Each	\$ Click here to enter text.

GROUP 4 – STRUCTURAL FIREFIGHTING HELMET

Item #	Manufacturer	Description	Quantity	Unit of Measure	Unit Price
1	Cairns™	Model #1010 with Defender Visor	700	Each	\$ Click here to enter text.