



ISO CLASS 1 ★ INTERNATIONALLY ACCREDITED

5225 W. Massingale Rd. | Tucson, AZ 85743

(520) 887-1010 | Fax (520) 887-1034

www.NorthwestFire.org

[@NorthwestFire](https://twitter.com/NorthwestFire) [/NorthwestFireDistrict](https://facebook.com/NorthwestFireDistrict)

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 22-01-26 TITLE: Fire Rescue Uniform Items

	DAY	DATE	TIME (AZ Local)
DUE IN:	Wednesday	May 26, 2021	11:00 A.M.
OPENING:	Wednesday	May 26, 2021	11:00 A.M.
PRE-PROPOSAL CONFERENCE:	Friday	May 14, 2021	11:00 A.M.

Pre-Proposal Conference Location:

Northwest Fire District
Central Services Campus
5125 W. Camino de Fuego
Tucson, AZ 85743

Submit Proposal To:

Northwest Fire District Administration
Attn: Procurement
5225 W. Massingale Rd.
Tucson, AZ 85743

This solicitation may be obtained from our website at: <https://northwestfire.org/notices/purchasing> Any interested offerors without internet access may obtain a copy of this solicitation by calling (520) 887-1010, or a copy may be picked up during regular business hours at the Northwest Fire District Administration, 5225 W. Massingale Road, Tucson, Arizona 85743. If you experience any problems receiving this Request for Proposals, please call (520) 887-1010.

If you do not wish to bid on this solicitation, please provide written notification of your decision. Failure to respond could result in deletion of your name from the District's vendor listing. This form may be returned to the address above or faxed to (520) 887-1034. A "No Bid" will be considered a response. Returning this form only does not fulfill bid requirements unless responding with a "No Bid" as shown below. E-mailed, faxed and verbal offers are not acceptable.

CHECK APPROPRIATE BOX:

I am Submitting a "No Bid" at this time.

Please keep my name on the District Bidder's List.

I cannot provide services of this nature.

Please remove my name from this category. I will submit a revised Vendor Registration Form.

A copy of the Vendor Registration Form can be found at <https://northwestfire.org/notices/purchasing>

I no longer wish to do business with Northwest Fire District.

Please remove my name from the District Bidder's List.

I am no longer able to provide the services requested.

Please remove my name from the District Bidder's List.

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

Company Name: _____

Phone: _____

Mailing Address: _____

City/State/Zip: _____

RFP Notice to be mailed: 04/28/2021



ISO CLASS 1 ★ INTERNATIONALLY ACCREDITED

5225 W. Massingale Rd. | Tucson, AZ 85743

(520) 887-1010 | Fax (520) 887-1034

www.NorthwestFire.org

[@NorthwestFire](https://www.facebook.com/NorthwestFireDistrict) [/NorthwestFireDistrict](https://www.instagram.com/NorthwestFireDistrict)

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP Number: 22-01-26 TITLE: Fire Rescue Uniform Items

	DAY	DATE	TIME (AZ Local)
DUE IN:	Wednesday	May 26, 2021	11:00 A.M.
OPENING:	Wednesday	May 26, 2021	11:00 A.M.
PRE-PROPOSAL CONFERENCE:	Friday	May 14, 2021	11:00 A.M.

Pre-Proposal Conference Location:

Northwest Fire District
Central Services Campus
5125 W. Camino de Fuego
Tucson, AZ 85743

Submit Proposal To:

Northwest Fire District Administration
Attn: Procurement
5225 W. Massingale Rd.
Tucson, AZ 85743

SOLICITATION: Northwest Fire District is soliciting proposals from Offerors qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

GENERAL DESCRIPTION: To provide the Northwest Fire District with Fire Rescue Uniform Items per specifications called for herein.

Prospective Offerors may pick up a copy of the RFP packet, Monday through Friday, 8 a.m. to 5 p.m. Arizona Local Time, at the address listed above.

A Pre-Proposal Conference will be held for the purpose of clarifying requirements and answering prospective offeror questions. It is the responsibility of prospective offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Proposals must be submitted as defined in the *I. Instructions to Offerors*, in accordance with the Standard Terms and Conditions, and Special Terms and Conditions. Failure to do so may be cause for rejection as non-responsive.

Offerors must complete and return all required documents as noted in the section titled "PROPOSAL SUBMITTAL". Proposals may not be withdrawn for 60 days after opening.

OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THEY CAN AND ARE WILLING TO COMPLY, AND INCORPORATE ALL ASSOCIATED COSTS IN THEIR PROPOSALS.

THIS PROPOSAL IS OFFERED BY:

Authorized Signature: _____ Date: _____
Print Name: _____ Title: _____
Company Name: _____ Phone: _____
Mailing Address: _____ City/State/Zip: _____

Published: The Daily Territorial: 04/30/21, 05/03/21, 05/04/21, and 05/05/21

I. INSTRUCTIONS TO OFFERORS

1. SUBMISSION OF PROPOSALS

Offerors shall submit one (1) original and five (5) copies of all proposal documents. Please send an electronic copy, in Word, Excel and/or PDF format, on a flash drive or CD-R. The submittal shall include all information requested by the solicitation and utilize, without modification, the forms provided by the solicitation. No substitute document for the forms will be accepted. In case of discrepancy between hard copies of the proposal and the electronic copy of the proposal submitted, the hard copy shall govern.

Telephoned, emailed, or faxed proposals are not acceptable.

Proposals must be received, and time stamped at the location on or before the time and date as defined by the *Request for Proposals*. Late proposals will not be accepted and will be returned unopened.

Proposals must be signed by an authorized agent of the offeror and submitted in a sealed envelope marked or labeled with the offeror firm name, solicitation number, title, solicitation due date and time, to the location and not later than the time/date specified by the *Request for Proposals*. Proposals must be submitted in a sealed envelope/container and have "RFP 22-01-26" written on the front.

Proposals and modifications received after the closing time specified will not be accepted.

Failure to comply with the solicitation requirements may be cause for the offeror's proposal to be rejected as *non-responsive*.

2. PREPARATION OF RESPONSES

All proposals shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the proposal. Typewritten responses are **preferred**.

All proposals shall, as appropriate, indicate the registered trade name, stock number, and packaging of the items included in the proposal.

3. PRICE BID & CERTIFICATION

Offerors shall complete and submit the price bid and certification documents utilizing the forms provided in this RFP. Requested information and data shall be provided in the precise manner requested. Failure to comply may cause the proposal to be improperly evaluated or deemed non-responsive.

The certification document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation. Failure to do so may be cause to reject the proposal as non-responsive.

All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should offeror during the term of the agreement offer to another buyer pricing for like or similar services more favorable than those given to District, that offeror shall offer same pricing to the District, effective the date effective to other buyer.

4. GENERAL SPECIFICATIONS & DEVIATIONS

The specifications included in this solicitation are intended to identify the kind and quality of services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive proposals.

5. COMPLIANCE WITH AGREEMENT

Northwest Fire District will execute an agreement with the successful offeror by issue of a purchase order or contract.

The offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the offeror agrees that they shall not provide services in excess

I. INSTRUCTIONS TO OFFERORS (Cont'd)

of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the District.

6. INQUIRIES

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at Administration.

No oral interpretations or clarifications will be made to any offeror as to the meaning of any of the solicitation documents.

If a prospective offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the offeror shall notify the Northwest Fire District in writing identifying the issue with suggested solution prior to the closing time set for receipt of the solicitation proposal. Responses from Northwest Fire District will be made by written addendum and sent to all known potential offerors. Issues identified less than 8 days prior to the solicitation opening date may not be answered.

7. CONFLICTING INSTRUCTIONS

In the event there are variations or conflicts between these instructions and the special terms and conditions, the special terms and conditions shall govern.

END OF INSTRUCTIONS TO OFFERORS

II. STANDARD TERMS AND CONDITIONS

1. PROPOSAL OPENING:

Proposals will be publicly opened and offeror names will be read on the date and at the location defined in the *Request for Proposals*. No other information contained in the proposals will be disclosed at the opening. All interested parties are invited to attend.

2. PROPOSAL EVALUATION:

Proposals shall be evaluated to determine which response is most advantageous to the District considering price, conformity to the specifications and other factors.

The District reserves the following rights: 1) to waive informalities in the proposal or proposal procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with Northwest Fire District or who have engaged in conduct that constitutes a cause for debarment or suspension; 3) to reject any and all responses; 4) to re-advertise for proposals previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award the purchase order or contract on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and offeror's ability to supply; 7) to increase or decrease the quantity herein specified.

3. AWARD NOTICES:

An award notice will be issued by the district following award by the Northwest Fire District Governing Board. A tabulation of responses will be maintained at the Purchasing Department.

4. AWARD:

Awards shall be made by the Fire District Governing Board in accordance with the Northwest Fire District policies. The District reserves the right to reject any or all bids, or to waive irregularities and informalities if it is deemed in the best interest of the District. Resulting agreements are not exclusive, are for the sole convenience of Northwest Fire District, and the District reserves the right to obtain like services from other sources.

In the event that the resulting agreement is terminated for any reason during the initial term of the contract, Northwest Fire District reserves the right to award to an alternate offeror if deemed in the best interest of the District. A fully executed purchase order or contract mailed, or otherwise furnished, to the selected offeror will result in a binding contract without further action by either party.

5. FORM OF CONTRACT:

It shall be understood by the offeror and the District that the proposal received is a signed agreement to perform all services, including labor (if any), as stipulated in the documents, upon the award of the proposal. The District may issue a numbered purchase order which will serve as an additional Contractual Agreement with the successful offeror.

The two (2) documents (the original bid response bearing the signature of the offeror and the District's signed purchase order) become the forms of Contractual Agreement, agreeing to the performance of all conditions set forth in the solicitation, the standard conditions and special instructions and conditions, including any addenda issued by the solicitation.

If a firm submitting a proposal requires that an additional contract be signed by the District, a copy of the proposed contract must be included with the proposal. Proposed offeror contract documents will be reviewed by the District. A bidder's contract document shall not become part of the purchase contract unless and until it is signed by an authorized representative of the District. The District's contract documents shall govern in event of conflict with the terms of a bidder's contract. No contract exists on the part of the District until a written purchase order is issued. A signed and executed Offer and Acceptance will be considered sufficient notice of acceptance of contract. The Contract may be modified only through a written Contract Amendment agreed to and signed by both parties.

II. STANDARD TERMS AND CONDITIONS (Cont'd)**6. WAIVER:**

Each offeror, by submission of a proposal, proclaims, agrees, and does waive any and all claims for damages against Northwest Fire District, including its officers and employees, when any of the rights reserved by Northwest Fire District may be exercised.

7. INTERPRETATION; APPLICABLE LAW:

The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of offeror terms or conditions are not in agreement with Northwest Fire District's terms and conditions as set forth herein, Northwest Fire District's shall govern. This Agreement incorporates the complete agreement of the parties with respect to the subject matter of this Agreement. No oral agreement or other understanding shall in any way modify these terms and conditions.

8. PRICE ESCALATION:

In the event that changes in economic conditions are such that Supplier requires price increases for subsequent renewals of the agreement, the offeror shall submit to the District a unit price escalation request with supporting documents justifying the requested increase not later than 90 days prior to the termination date of the current agreement. The request shall cite sources, specific conditions and in detail how they affect the cost of agreement items and include a listing of those efforts taken to control and reduce costs. The District will review the request and determine if it is in the best interest of the District to extend the agreement.

9. DELIVERY:

On-time delivery of services is an essential part of the consideration to be received by Northwest Fire District.

All delivery will be made prior to the expiration date of the agreement. Delivery made after the expiration date of the agreement will be at Offeror's sole risk, and invoices for delivery made after the expiration date of the agreement will be rejected.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price Bid document.

Offeror will not be held responsible for unforeseen delays caused by fires, strikes, acts of god, or other causes beyond Offeror's control, provided that Contractor provided prompt notice of delay as soon as Offeror had knowledge of said delay.

10. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the solicitation documents.

11. ACCEPTANCE:

Northwest Fire District will not execute an acceptance or authorize payment of any equipment or component prior to delivery and verification that all the specifications have been met.

12. RIGHTS AND REMEDIES OF NORTHWEST FIRE DISTRICT FOR DEFAULT:

In the event the offeror shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of Northwest Fire District to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the offeror, any loss or damage sustained by Northwest Fire District in procuring any items which the offeror agreed to supply shall be borne and paid for by the offeror. The rights and remedies of Northwest Fire District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

13. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the blanket contract, purchase order or contract to be performed on the part of the other, or to

II. STANDARD TERMS AND CONDITIONS (Cont'd)

take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

14. GRATUITIES:

Offeror shall not give, offer to give, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. The District may cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee of the District with a view toward securing a contract or with respect to the performance of this contract.

15. FRAUD AND COLLUSION:

Each offeror, by submission of a proposal, proclaims and agrees that no officer or employee of Northwest Fire District or of any subdivision thereof has: 1) aided or assisted the offeror in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other offeror; 2) favored one offeror over another by giving or withholding information or by willfully misleading the offeror in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) knowingly accepted materials or supplies of a quality inferior to those called for by any contract; 4) any direct or indirect financial interest in the proposal. Additionally, during the conduct of business with Northwest Fire District the offeror will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed. If at any time it shall be found that the person or entity to whom a contract has been awarded has, in presenting any proposal, or proposals, colluded with any other party or parties for the purpose of preventing any other proposal being made, then the contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by Northwest Fire District.

16. OTHER PARTICIPATING GOVERNMENTAL ENTITIES:

Northwest Fire District has entered into cooperative purchasing agreements with other agencies in order to conserve resources, reduce procurement costs and improve the timely acquisition and cost of supplies, equipment and services. The Offeror, to whom a contract or purchase order is awarded, may be requested by other parties to extend to them the right to purchase services provided by the Offeror under this contract, pursuant to the terms and conditions stated herein.

17. PATENT INDEMNITY:

Offeror shall hold Northwest Fire District, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

18. UNFAIR COMPETITION AND OTHER LAWS:

Responses shall be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable District, State, and Federal laws and regulations.

19. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

20. NON-DISCRIMINATION:

Offeror shall not discriminate against any District employee, client or individual in any way because of the person's age, race, creed, color, religion, sex, disability or national origin in the course of performing the offeror's duties pursuant to any contract or purchase order issued as a result of this solicitation. Offeror shall comply with executive order 75-5, as amended by executive order 2009-09, which is incorporated into this solicitation by reference as if set forth in full herein.

II. STANDARD TERMS AND CONDITIONS (Cont'd)**21. NON-APPROPRIATION OF FUNDS:**

This agreement may be canceled at the end of each fiscal year (June 30) if for any reason the Northwest Fire District Governing Board does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, Northwest Fire District shall have no further obligation, other than for services or goods that have already been received.

22. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121.01 et seq., all information submitted in response to this solicitation, including, but not limited to, pricing, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

23. AMERICANS WITH DISABILITIES ACT:

Offeror shall comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

24. FEDERAL IMMIGRATION LAW COMPLIANCE:

As mandated by Arizona Revised Statutes § 41-4401, the District is prohibited after September 30, 2008, from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The District must also ensure that every contractor and subcontractor will comply with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract for the District, the Contractor fully understands that:

- A. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
- B. A breach of the warranty described in subsection A, shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract; and
- C. The District or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under subsection A.

25. TERRORISM COUNTRY DIVESTMENTS:

By entering the contract, Contractor warrants compliance in accordance with A.R.S. 35-392, and hereby certifies that the Contractor is not in violation of the Export Administration Act and is not on the Excluded Parties List.

26. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award.

27. NON-EXCLUSIVE:

Agreements resulting from this solicitation are non-exclusive and are for the sole convenience of Northwest Fire District which reserves the right to obtain like services from other sources for any reason.

28. TERMINATION:

District reserves the right to terminate any contract, purchase order, or award, in whole or in part at anytime when in the best interests of the District, without penalty or recourse. Upon receipt of written notice, contractor shall immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to the District. In the event of termination under this paragraph, all documents, data, and reports prepared by the contractor under the contract shall become the property of and be promptly delivered to the District. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 shall apply.

29. CANCELLATION FOR NON-PERFORMANCE OR CONTRACTOR DEFICIENCY:

The District reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. The District may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

II. STANDARD TERMS AND CONDITIONS (Cont'd)

- Providing material that does not meet the specifications of the contract
- Providing work and/or material that was not awarded under the contract
- Failing to adequately perform the services set forth in the scope of work and specifications
- Failing to complete required work or furnish required materials within a reasonable amount of time
- Failing to make progress in performance of the contract and/or giving the District reason to believe that contractor will not or cannot perform the requirements of the contract
- Performing work or providing services under the contract prior to receiving a District purchase order for such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the District on demand.

30. CONFLICTS:

In the event there are inconsistencies between the agreement documents, following is the order of precedence (superior to subordinate); contract or purchase order; special terms and conditions, standard terms and conditions, instructions to offerors, request for proposals.

31. COOPERATIVE USE OF RESULTING CONTRACT OR PURCHASE ORDER:

As allowed by law, the District has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the District. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the District contract. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the District agreement and are required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting agreement. Any such usage shall be in accordance with State, District and other Public Agency procurement rules, regulations and requirements and shall be transacted by contract or purchase order between the requesting party and Contractor. Contractor shall hold harmless the District, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use.

END OF STANDARD TERMS AND CONDITIONS

III. SPECIAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES:

It is the intention of the district to purchase fire rescue uniform items. Items will be purchased on an as needed basis. The district is seeking offers from firms that can provide online web ordering with employee tracking of uniform orders. Estimates of quantities are given on prior history and do not guarantee any actual order(s) for the district. This contract will go into effect beginning August 1, 2021 and will be valid for a period of 3 years with (2) one year extensions possible, expiring June 30, 2026 after all extensions are exercised. All rates and discounts quoted shall remain firm for the first full year of the contract.

The district is requesting FOB destination shipping for orders delivered to the district warehouse.

The district also uses a district courier for in store pickup for walk in orders. Please indicate if your firm allows in store pickup of walk-in orders. Offered bid pricing should reflect in store pickup of walk-in orders by the district courier if this is offered.

Important Note: Two or more documents may be associated with a Bid or Proposal. Please be sure to download and complete all documents. (Attachment: 22-01-26 Fire Rescue Uniform Items Pricsheet.xlsx may be obtained at: <https://www.northwestfire.org/notices/purchasing>)

2. MINIMUM QUALIFICATIONS:

Offerors shall meet all minimum qualifications. Failure to provide information required by these Minimum Qualifications may be cause for the respondent's proposal to be rejected as **Non-Responsive**.

- a. For items in Section E – Formal Uniform Items of *22-01-26 Fire Rescue Uniform Items Pricsheet.xlsx*, vendor must have a facility for sizing of uniform items within 25 miles of district boundary.
- b. Vendors are requested to have a minimum 5 years of experience providing uniform products and services to similar government agencies.

Offerors shall submit with their proposals verifiable documents that prove satisfaction of the minimum qualification:

- a. Offerors shall complete the Cost Summary contained in **Attachment: 22-01-26 Fire Rescue Uniform Items Pricsheet.xlsx** and return the form with information/documentation as requested.
- b. Offerors shall meet all Minimum Qualifications contained in the **Appendix I: Minimum Qualifications Verification Form** and return the form with information/documentation as requested.
- c. Offerors shall also provide a minimum of three (3) references of current clients. The services and products provided to those clients shall be of those defined in this Request For Proposals. Offerors are to provide references contained in **Appendix II: Past Performance Verification Form - Exhibit A** and return the form with information/documentation as requested.

If you intend to use any subcontractors for this proposal, you shall include the required subcontractors' information in responding to the afore-mentioned minimum requirements and questionnaire. Failure to provide such information may cause your proposal to be deemed **NON-RESPONSIVE**.

3. EVALUATION AND AWARD CRITERIA:

The District intends to contract with the qualified firm(s) and/or individual(s) whose proposals are deemed to be most advantageous to the District. No contract shall be awarded solely on the basis of price. Cost is a factor in selection. However, only those proposals determined to best meet all requirements of the Request for Proposals will be given consideration.

Northwest Fire District shall evaluate proposals meeting the minimum qualifications and deemed RESPONSIVE. Proposals shall be evaluated according to the evaluation criteria set forth herein. Evaluation of cost shall be made without regard to applicable taxes.

District reserves the right to request additional information and/or clarification. Any clarification of a proposal shall be in writing. Recommendation for award will be to the responsible and responsive offeror(s) whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation criteria set forth in this Request for Proposal.

Responsiveness to this Request for Proposals and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of NWFD, and the District’s decision shall be final.

A. Evaluation Criteria and Points

Evaluation of proposals will be by a committee comprised of District personnel. The evaluation may consist of two phases. In Phase One, the Evaluation Committee will evaluate, score and rank the responses utilizing the Phase One Criteria listed below. Each numeric ranking will be weighted based on a relative weighting assigned by the Evaluation Committee.

After final scoring of the Phase One Criteria, a short-list and ranking may be created. The short-listed Offerors may proceed into a Phase Two Evaluation. Vendors no longer being considered will be notified by the District in writing. If the District does not proceed into Phase Two Evaluations, the scoring of Phase One shall determine the ranking for contract award recommendation.

Offerors who move on to Phase Two of the evaluation process may be required to provide the District with a full demonstration of requested items. Demonstrations will be held after proposal opening and prior to award. Vendor demonstrations will be coordinated to occur on the same day to allow District staff to evaluate all the vendors concurrently. Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified approximately one week prior to the schedule date of the demonstration. The District may request a Best and Final Offer from the vendors included in Phase Two.

Upon the conclusion of Phase Two activities, the District shall re-score the short-listed vendors according to criteria and/or questions vendors are asked at the Vendor Presentation. Re-scoring shall be based upon the original proposal as well as any additional information obtained during the Phase Two activities. Upon final scoring of the Phase Two activities, a ranking will be established. This ranking will determine the contract award(s).

Evaluation Criteria are listed below in order of relative importance. Your proposal must address these criteria in the order presented. Your response to these criteria must be organized in a clear and explicit manner so as to facilitate the evaluation process.

- | | | |
|----|--|-----|
| 1. | Online order capability and employee account tracking | 40% |
| 2. | Quality of products, embroidery and screen printing | 30% |
| 3. | Product and Delivery Costs | 20% |
| 4. | Timeliness of order delivery and input from references | 10% |

III. SPECIAL TERMS AND CONDITIONS (CONT.)

4. PROPOSAL SUBMITTAL:

The Northwest Fire District will not assume responsibility for any costs related to the preparation or submission of the proposal. One original and five (5) copies of your proposal must be submitted. The original must be marked as "Original" on the cover, and the five copies, each marked as "Copy" on the cover. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visuals and other presentation aids are not required. In order for your proposal to be considered, the following should be included and should be referenced with index tabs:

Binders shall be INDEXED and tabbed in the order stated below, with each tab clearly labeled:

- Tab 1. Provide a one-page Executive Summary that explains the proposed solution, cost of solution and implementation plan.
- Tab 2. Provide a brief history of your firm including name of firm, address and how long the firm has been in business and if applicable how long you have been providing fire rescue uniform items.
- Tab 3. Provide a thorough description of your proposed services and approach and system of communication as it relates the district's needs as identified in the Scope of Services.
- Tab 4. Provide a STATEMENT OF QUALIFICATIONS.
- Tab 5. Provide a copy of your firm's business license.
- Tab 6. Provide a thorough description of your firm's ordering process including a description of your online webstore capabilities.
- Tab 7. Provide a thorough description of your firm's embroidery and silk-screening process (if applicable) including quality of products.
- Tab 8. Provide a thorough description of your firm's delivery or in-store pick up process including lead-times and turnaround times of specified items.
- Tab 9. Provide a total cost of products and services and complete Attachment: 22-01-26 Fire Rescue Uniform Items Pricsheet.xlsx.
- Tab 10. Complete APPENDIX I: MINIMUM QUALIFICATION VERIFICATION FORM.
- Tab 11. Complete APPENDIX II: PAST PERFORMANCE VERIFICATION FORM – EXHIBIT A.
- Tab 12. Provide any *pertinent* supplementary information regarding your firm's services or experience that may enable NWFD to become aware of the firm's qualifications. **Please use eco-friendly consideration and consumables when preparing your response. Elaborate brochures, expensive paper, bindings, visuals, presentation aids and packaging beyond that sufficient to present a complete and effective proposal is not desired.**
- Tab 13. **Please provide a signed copy of the Offer and Acceptance Page and all addendums. Proposals submitted without an original, signed copy of this document may be considered nonresponsive. Addendums are posted on the District web site <https://northwestfire.org/notices/purchasing>.**

III. SPECIAL TERMS AND CONDITIONS (CONT.)**5. PRICING:**

Offered pricing must remain firm for 365 days, for the initial term of the contract. The NWFD Purchasing Department will review fully documented requests for price/fee increases prior to any contract renewal. The requested price/fee increase must be based upon a cost increase that was clearly unpredictable at the time of proposal submittal and can be shown to directly affect the price/fee of the item concerned. The NWFD Purchasing Department will determine through competitive market review, trade publications, independent price indexes, and/or other means, whether the requested price/fee increase, or an alternative option is in the best interest of the District. The vendor shall offer NWFD any published price/fee reduction during the contract period. All price/fee adjustments will be effective on acceptance by the NWFD Purchasing Department. Prices/fees, as indicated, shall include all costs associated with the specified service. Any extra or incidental costs must be indicated separately.

Offered pricing shall include all incidental and associated costs to comply with the *Instructions to Offerors, Standard Terms and Conditions* and these *Special Terms and Conditions*.

6. ACCEPTANCE:

Acceptance of the services shall be made by the Northwest Fire District as designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

7. CONTRACT PERIOD:

It is the intent of the District to award a multi-term contract for the specified services beginning on the first day of the month following date of award and shall continue for a period of three (3) years thereafter, unless terminated, cancelled or extended as otherwise provided herein. If this is a multi-term contract and assuming funds are appropriated to support continuation of services for succeeding periods, the original contract may be renewed extended for supplemental periods of up to a maximum of two (2) years. If all contract extensions were to be exercised, the total term of this contract would be five (5) years. Renewal shall be a mutual agreement between the awarded firm and the Northwest Fire District. However, no contract exists unless and until a purchase order is issued.

Conditions for renewal of the contract shall include, but not be limited to, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the requirements of the proposal documents, and continued competitive prices for the services and/or products provided under the original contract.

8. CONTRACT LIAISON:

The Contract Liaison for any contract awarded under this Request for Proposal will be Kristen Sillett Sotomayor, (520) 887-1010. The Contract Liaison shall act as the District's contract manager and oversee performance under the contract.

The Contract Liaison may provide the offeror with general guidance as to the contract performance. However, this individual is not authorized to make changes in the contractual or performance requirements of any contract. Changes to an awarded contract shall be effective only upon written approval from the District's Purchasing Department.

9. ADDITIONAL SERVICES:

The District reserves the right to add related services to the contract at any time during the contract period. The District shall contact the contractor for prices prior to adding any service, and may at NWFD's sole option, accept the quoted price or purchase elsewhere those services.

III. SPECIAL TERMS AND CONDITIONS (CONT.)**10. PRESENTATIONS:**

All offerors may be required to provide the District with a full demonstration of requested items. Demonstrations will be held after proposal opening and prior to award. Vendor demonstrations will be coordinated to occur on the same day to allow District staff to evaluate all of the vendors concurrently. Each vendor will be responsible for all costs associated with providing their demonstration. Vendors will be notified approximately one week prior to the schedule date of the demonstration.

11. COMPENSATION AND METHOD OF PAYMENT:

Any contract shall provide for compensation that the District determines is fair and reasonable, taking into consideration budgetary limitations, and the scope, complexity and professional nature of the services. Contractor will be compensated only for work properly approved in advance by the District.

All proposals shall include a schedule of fees associated with providing the services offered. The successful offeror shall be compensated for services properly rendered in accordance with the schedule of fees. Payment shall be made from detailed invoices, in forms acceptable to the District.

The schedule of fees must be firm for the initial contract term. Fees may be reviewed prior to any contract renewal. Any requested fee increase must be based upon a cost increase that directly affects the cost of services provided. Any requested fee increase that the District determines is not in its best interest will be rejected, and the District may seek an alternative solution. All fee adjustments shall become effective upon acceptance by the District's Purchasing Department.

12. BILLING:

Contractor shall submit Request(s) for Payment/Invoices to the District for goods and services provided in accordance with the contract. Said documents shall reference the District Contract number under which the charges authorized and assign and reference all charges to a particular line item defined by the contract.

Invoices are not considered received until verified and received by Financial Operations.

Invoices should be emailed to: Accountspayable@northwestfire.org

OR

Mailed via USPS to: Northwest Fire District
Accounts Payable
5225 W. Massingale Rd.
Tucson, AZ 85743

13. BEST AND FINAL OFFER

District reserves the right to request additional information and/or clarification with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that discussions are held and clarifications are requested, a written request for best and final offers shall be issued. The request shall set forth the date, time, and place for the submission of best and final offers. If offerors fail to respond to the request for best and final offer or fail to submit a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

III. SPECIAL TERMS AND CONDITIONS (CONT.)**14. PROCUREMENT CONTACT:**

Questions regarding this solicitation should be submitted in writing to the Procurement Department, Attention: Procurement. All offers shall reference the Solicitation Number and Title. Questions submitted within 8 days of the solicitation Due Date may not be answered.

Fax: (520) 887-1034

Email: procurement@northwestfire.org

VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.

15. PRE-PROPOSAL CONFERENCE:

All interested parties may attend a pre-proposal conference that will be held at the time and place indicated on the cover page. The purpose of the conference is to clarify, if necessary, the terms of this Request for Proposals, and to prevent any misunderstanding of the District's intention in this matter. If anyone should have a discrepancy in, or omission from, the general terms and conditions of this Request for Proposals, or if in doubt as to their meaning, such matters should be presented at this conference so that written addendum may be given if necessary. Oral statements or instructions will not constitute an amendment to this Request for Proposals.

16. INSURANCE CLAUSE:

Certificates of Insurance shall be provided by the successful firm(s) or individual(s) providing Commercial Liability Coverage within ten (10) days after the District issues a notice of award. Liability coverage shall include automobile liability and is required in an amount of not less than \$1 million per claim with a general aggregate of at least \$1 million. The Certificate(s) of Insurance shall name the District as an additional insured. Professional Liability Insurance (for errors, omissions and malpractice coverage) shall be provided with limits of at least \$1 million per claim and \$1 million per aggregate to be maintained by the successful offerors. If the policy is written on a claims-made basis, offeror warrants that any retroactive date under the policy precedes the effective date of this contract and that continuous coverage will be maintained for a period of two years beginning from the time work under the contract is completed. The cost of the Insured's defense will not be deducted from the amount of insurance available to pay claims. Terms of professional liability insurance may be modified upon a showing that the required terms are not readily available in the commercial market.

A certificate of Workers' Compensation Insurance shall be provided by the successful offeror(s). Workers' Compensation Insurance shall be in compliance with State statute.

Each insurance policy required by the District shall not be cancelled or reduced in coverage or limits except after thirty (30) days written notice to the District.

All certificates are to be received and approved by the District prior to the beginning of the contract period. Failure to maintain the required insurance or provide evidence of insurance shall be considered a material breach of contract.

END OF SPECIAL TERMS AND CONDITIONS

APPENDIX I: MINIMUM QUALIFICATIONS VERIFICATION FORM

OFFEROR NAME: _____

Proposals not meeting the minimum qualifications will be deemed *NON-RESPONSIVE* and will not be considered for further evaluation.

If defined in this solicitation, provide documented and verifiable evidence that your firm satisfies the Minimum Requirements, and indicate what/if attachments are submitted.

ITEM NO.	MINIMUM QUALIFICATIONS	COMPLIANCE YES/NO (SELECT ONE)	DOCUMENT TITLE AND NUMBER OF PAGES SUBMITTED FOR EACH DOCUMENT
1	Minimum qualifications of the offeror's company	Yes No	
2	Minimum qualifications of the proposed key personnel	Yes No	
3	Provide copies of license, certifications, accreditation, etc.	Yes No	
4	Additional MQ if any.	Yes No	

Submitted by: _____ Initials: _____
Printed Name

Title: _____ Date: _____

END OF APPENDIX I

APPENDIX II: PAST PERFORMANCE VERIFICATION FORM (PPVF)

Offerors shall provide a minimum of three (3) references from present or past clients. Provide this form to your client to be completed by the Owner or Owner’s representative directly responsible for oversight of the contract and submitted by your client via email prior to the date and time listed below. If the form is received after the date and time specified it will not be accepted.

Due Date and Time: Wednesday, May 26, 2021 at 11:00 am AZ time

Please email to procurement@northwestfire.org by the date and time shown above.

PLEASE COMPLETE ALL SECTIONS

Name of Vendor for whom reference is given: _____

Your Business Name: _____

Your Name and Title: _____

Telephone Number: _____ Email: _____

• Did this Vendor provide your Organization with: _____ Fire Rescue Uniform Items

YES NO Service was provided from: _____ to: _____

• Did Vendor satisfactorily meet all contract obligations? YES NO

• What additional types of products and services did this Vendor provide to your organization?

PLEASE RATE THE FOLLOWING AS THEY RELATE TO PERFORMANCE OF VENDOR ABOVE:

	Unsatisfactory	Below Average	Average	Above Average	Exceptional
1) Communications with Vendor:	0	1	2	3	4
2) Understanding of contract requirements:	0	1	2	3	4
3) Vendor’s knowledge of their services:	0	1	2	3	4
4) Vendor’s record keeping & billing accuracy:	0	1	2	3	4
5) Vendor’s responsiveness & success with addressing problems that arise:	0	1	2	3	4
6) Overall Satisfaction with Vendor	0	1	2	3	4

7) What strengths did this vendor demonstrate? _____

8) What opportunities for improvement did the vendor demonstrate? _____

9) What other information would you like to share about this vendor? _____

EXHIBIT A

PAST PERFORMANCE VERIFICATION EVALUATION SUBMITTALS

LIST OF ORGANIZATIONS WHO WILL BE SUBMITTING EVALUATIONS TO NWFD

Please list the agency or firm name, address, phone number and contact information for the firms that will be providing the Past Performance Verification Form. It is the **responsibility of the firm** to ensure that NWFD receives all of the Past Performance Verification Forms prior to the submittal deadline. Failure to provide evaluations by date and time specified will result in no score for that specific evaluation.

Organization: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Email: _____

Organization: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Email: _____

Organization: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____
 Telephone: _____ Email: _____

END OF APPENDIX II

<p>The following section will be used as an evaluation tool for award. Please complete the checklist to ensure your compliance to requested needs.</p>	
<p>VENDOR INFORMATION/SERVICE: All offerors must demonstrate the willingness and capability of providing substantial local service which may require the availability of an on-site sales representative and local stocking facility as may be determined in the District's best interest. All out-of-town vendors must be willing to accept collect telephone calls or provide a toll-free number.</p>	
<p>Address of your nearest stocking facility:</p>	
<p>Address and/or E-mail to which purchase orders are to be sent.</p>	
<p>COMPLIANCE TO SCOPE OF WORK</p>	
<p>Did you include an electronic copy, in Word, Excel format and/or PDF format, on a flash drive or CD-R?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Is Descriptive literature enclosed?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Is Offer and Acceptance Page properly signed? Proposals submitted without an original, signed Offer and Acceptance Page may be deemed nonresponsive.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Are addendums signed and attached? https://www.northwestfire.org/notices/purchasing</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>PRICE</p>	
<p>Please indicate number of days that prices are firm.</p>	
<p>Are prices indicated by unit and totals?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>DELIVERY</p>	
<p>Delivery of product or services will be made as required after receipt of Purchase Order:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Please indicate number of days for delivery after receipt of purchase order.</p>	
<p>Is Shipping F.O.B. destination, freight prepaid to the Northwest Fire District? If no, please specify shipping terms:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Please indicate if your firm offers in-store pickup of orders by the district courier. Please explain:</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

ADDITIONAL INFORMATION	
Number of years your firm has been in business:	
Number of years your firm has been providing the products and services offered:	
Number of days to resolve delivery issues:	
Percentage of defective returns per year:	
Do you have a local representative to provide services as required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does your firm allow online review of digital proofs of uniform orders?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will samples be provided within 5 days at no cost to the District upon request?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does your firm have an online webstore?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is your online webstore customizable to display only NWFD awarded items?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is your online webstore customizable to handle accounts for each NWFD employee?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will your firm print or embroider on district owned stock?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does your firm have a facility within 25 miles of NWFD boundary for sizing of uniforms? If so, what is the address?	Yes <input type="checkbox"/> No <input type="checkbox"/>

OFFER AND ACCEPTANCE

RESPONDENT SHALL COMPLETE THE FOLLOWING INFORMATION IN INK AND SUBMIT WITH THEIR BID

Print or type in ink the requested information. **TYPEWRITTEN RESPONSES ARE PREFERRED.**

OFFER

TO THE NORTHWEST FIRE DISTRICT

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph (1) of the Northwest Fire District Standard Terms and Conditions.

For Clarification of this offer, contact:

Contact: _____

Company Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____ Fax: _____

E-mail: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

CERTIFICATION

By signature in the Offer Section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer.

Failure to provide a valid signature affirming the stipulations required by these clauses shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Request For Proposal, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the District.

This contract shall henceforth be referred to as Contract No. 22-01-26. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order.

NORTHWEST FIRE DISTRICT, a political subdivision

Approved as to form this _____ day of _____, 2021. Awarded this _____ day of _____, 2021.

Norman K. Brad Bradley III
As Northwest Fire District Fire Chief and not personally

George Carter
As Northwest Fire District Chair and not personally

Thomas A. Benavidez
Attorney, Northwest Fire District