REQUEST FOR PROPOSAL
#20-0008
PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING COATS AND PANTS

January 6, 2020

Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Protective Clothing for Structural Firefighting Coats and Pants. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CST, February 11, 2020.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder’s response.

To ensure that vendors have complete information prior to submitting a proposal, a pre-proposal meeting has been scheduled for Thursday, January 16, 2020 at 11:00 am in the Sedgwick County Fire District #1 Fire Station 32 GLN Room located at 7750 N. Wild West Drive Park City, KS 67147. Attendance is not mandatory. Sign-in is required. During the pre-proposal meeting, you may ask additional questions as needed and can get clarification on manufacturers/brands, specifications, and proposal procedure.

Sincerely,

Josh Lauber
Senior Buyer

JL/hp

SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department
525 N. Main, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055
https://www.sedgwickcounty.org/finance/purchasing/
requests-for-bid-and-proposal/
This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor’s approach meets the desired requirements and needs of the County. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses.
and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II.  **Background**
Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas’ 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas’ counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

Sedgwick County Fire District 1 is a full-time Fire Department with 130 + fire service personnel and support staff. Sedgwick County Fire District #1 provides fire protection and emergency medical service response for approximately 631 square miles of Sedgwick County, primarily the to the cities and communities of Andale, Bel Aire, Bentley, Furley, Garden Plain, Goddard, Haysville, Maize, Oaklawn-Sunview, Park City, Peck, Viola, and many areas of unincorporated Sedgwick County.

III.  **Project Objectives**
Sedgwick County, Kansas (hereinafter referred to as “county”) is seeking a firm or firms to provide Protective Clothing for Structural Firefighting Coats and Pants. The following objectives have been identified for this contract:
1. Acquire Protective Clothing for Structural Firefighting Coats and Pants meeting the parameters, conditions and mandatory requirements presented in the document.
2. Establish contract pricing with the vendor that has the best proven “track-record” in performance, service and customer satisfaction.
3. Acquire Protective Clothing for Structural Firefighting Coats and Pants with the most advantageous overall cost to the County.

IV.  **Submittals**
Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original AND one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

    Josh Lauber  
    Sedgwick County Purchasing Section  
    525 N. Main, Suite 823  
    Wichita, KS  67203

SUBMITTALS are due NO LATER THAN 1:45 pm CST, TUESDAY, February 11, 2020. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposal responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CST, on the due date. No information other than the respondent’s name will be disclosed at bid opening.
V. **Technical Specifications**

This specification defines the minimum requirements for structural firefighter personal protective equipment (PPE) providing limited protection as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, Latest Edition. In the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Every exception to specifications must be clearly spelled out at the time of response.

1. **UNITS OF MEASURE:**

Current National Fire Protection Association (NFPA) standards applicable to this product specification express values for measurement requirements in SI (metric-based) units, followed by US (inch-pound) approximate equivalents in parentheses. For the convenience of the Fire Department, this product specification reverses the order and presents the more familiar US approximation first, followed by the SI requirement in parentheses.

2. **CERTIFICATION:**

The manufacturer must certify that the garments proposed in its proposal meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement.

3. **WARRANTY:**

The manufacturer must provide a lifetime warranty against defects in materials and workmanship with the proposal package.

4. **PRODUCT COUNTRY OF ORIGIN:**

For liability reasons, garments must be manufactured in the United States of America or Canada by companies with their assets and incorporation within the United States of America or Canada.

5. **LABELING REQUIREMENTS:**

Labels shall be permanently and integrally printed onto materials that meet all the requirements for labels of NFPA 1971. The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner.
   a. In addition, each separable outer shell component shall be labeled in an obvious location including the size, date of manufacturer and an individualized serial number and barcode that matches the corresponding garment liner.

6. **CARE INSTRUCTIONS:**

The manufacturer shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations.
   a. This document shall be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details. This written information shall be in complete compliance with NFPA 1971 requirements, and shall reference same.
7. **TRACEABILITY PROGRAM:**
   The manufacturer shall have in place a computer maintained traceability program that provides for the assignment of a production control number to each garment. The traceability program must be capable of tracing the garment through production, from the bolts of cloth used in all three layers of the garment composite construction, to the assignment of the garment to the individual firefighter. This production control number shall be visibly located on the garment label and on other protected areas of garment.

8. **PATENT CONSIDERATIONS:**
   The proposer, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the purchaser. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

9. **SIZING:**
   To ensure a perfect fit, sizing shall be determined by actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the manufacturer and the department.
   a. Garments shall be available in custom sizing as follows: coat chest in 2-inch (5.1 cm) increments, coat sleeve in 0.5-inch (1.3 cm) increments, coat back length in 1-inch (2.5 cm) increments, pant waist in 2-inch (5.1 cm) increments and pant inseam in 1-inch (2.5 cm) increments. A full range of women's sizing, on women's patterns, must also be available. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist, and from hip to ankle, to provide proper fit for individual arm and leg lengths. Pattern tailoring to custom-fit neck, bicep, hip/seat and thigh circumferences must also be provided, when needed, at no additional charge. Neither Small-Medium-Large-Extra Large sizing nor women's garments cut to men's patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.

10. **SELF-BINDING:**
    Liner and moisture barrier shall be stitched together and turned, then topstitched, to create a self-binding edge. The extra bulk of separate binding material is specifically prohibited.

11. **THREAD:**
    All thread used in structural seams shall be Nomex® of minimum Tex size T-70. Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan or bronze colored garments shall feature tan thread.

12. **STITCH METHODS: MAJOR A & B SEAMS:**
    Except for the collar Major A seam, which is single-needle lock stitched three times, all Major A & B seams (as defined by NFPA 1971) shall be double stitched, double felled throughout all three layers (outer shell, moisture barrier and thermal liner), and shall be made with Nomex® thread, minimum Tex size T-90. Detailed stitch and seam type requirements are shown below.
Stitch Type 401

Double lockstitch, as defined by

ASTM D 6193-97

Modified Seam Type LSc-2

Double felled seam, modified only to ensure that both stitch lines penetrate all layers of cloth at joining, otherwise as defined by ASTM D 6193-97

a. Also, all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

13. MINOR SEAMS:

Most Minor seams, such as storm shields and mated hems, shall also be stitched with the specified Nomex thread. Detailed stitch and seam type requirements are shown below.

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97

Seam Type SSae-2

As defined by ASTM D 6193-97, shown (a) before and (b) after required turning
14. **POCKETS:**
   a. Flat garment pockets shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.

   ![Stitch Type 301 Diagram](image)

   **Stitch Type 301**
   Lockstitch as defined by ASTM D 6193-97

   ![Seam Type LSd-2 Diagram](image)

   **Seam Type LSd-2**
   As defined by ASTM D 6193-97

   b. 3-Dimensional pocketing shall feature these same construction details, but the reinforced single stitch Seam Type LSd-1 may be substituted for LSd-2. Detailed seam type requirements are shown below.

   ![Stitch Type 301 Diagram](image)

   **Stitch Type 301**
   Lockstitch as defined by ASTM D 6193-97

   ![Seam Type LSd-1 Diagram](image)

   **Seam Type LSd-1**
   As defined by ASTM D 6193-97
15. **TRIM AND DANGER LABELS:**
Trim and DANGER labels shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.

![Stitch Type 301 Diagram](image)

Stitch Type 301
Lockstitch as defined by ASTM D 6193-97

![Seam Type LSd-1 Diagram](image)

Seam Type LSd-1
As defined by ASTM D 6193-97

16. **SINGLE LAYER HEMMING AND FINISHING:**
Single layer hemming and finishing shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.

![Stitch Type 301 Diagram](image)

Stitch Type 301
Lockstitch as defined by ASTM D 6193-97

![Seam Type EFb Diagram](image)

Seam Type EFb
As defined by ASTM D 6193-97
17. **POCKETS:**
When exterior pockets are specified, the following requirements shall apply to all such custom option specified exterior pockets:
   a. All pockets and flaps shall be reinforced at the top corners with bar tack stitching.
   b. All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material for extra durability. The exact location of the reinforcements shall be identified in the custom options section(s).
   c. All pockets shall have a means to drain water and shall have a means of closure.
   d. All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps. The specific placement of the closure system shall be outlined in the custom options sections.

18. **TAILORED GRADING OF GARMENT LININGS:**
All garment layers and Cold Weather Accessory Linings shall be graduated in size to fit within in each other in the overall composite without causing bunching or binding when the garment is worn.

19. **POINTS OF STRESS:**
All points of stress shall be reinforced with sturdy bar tacks. Rivets are not acceptable because of their potential for rust and electrical or heat conduction.

20. **ASSET TRACKING SERVICES:**
Upon request, the manufacturer shall be capable of providing a Windows-compatible software program for the tracking of care, cleaning and maintenance of the department's PPE.
   a. This tracking program shall meet or exceed all record-keeping requirements of standard NFPA 1851, Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles, Latest Edition
   b. Labels on each separable part of the garment shall include a standard style interleaved 2 of 5 barcode containing (at a minimum) an individualized serial number for asset tracking purposes.
   c. The manufacturer must be capable of providing onsite or internet training to department personnel who are involved with the daily use of this tracking program, and if there is an additional cost involved for this service, the proposer must disclose those costs at the time of proposal.

21. **REPAIRS AND ALTERATION SUPPORT:**
The manufacturer shall furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the manufacturer shall provide on call at no charge, during normal business hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on all maintenance or repair questions that might arise. Additionally, the manufacturer shall agree to expedite, on its own cost-only basis, all repairs that must be performed at the manufacturer's plant, rather than in department, over the life of the contract.

22. **GEAR REPAIR TRAINING CERTIFICATION SUPPORT:**
The manufacturer shall provide, at no charge, onsite training at their facility on the basic repair of turnouts. To include: inspection, replacing of reflective trim, patching of minor tears, char marks or ember burns to the outer shell, replacement of missing or damaged hardware on the shell, including positive closure systems.
   a. The manufacturer must provide this certified training per NFPA 1851, Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles, Latest Edition for a minimum of two fire employees per contract year.

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23. **HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT:**
   Because thermally stable materials are essential to maximizing protective performance in firefighters' PPE, and because NFPA only states "minimum" performance requirements, all thermal liner or thermal enhancing materials used in the garments shall also meet the following criteria after the 500 degree F oven test:
   a. Material shall remain intact and flexible
   b. No portion of the material shall crack, crumble or flake

24. **BREATHABILITY REQUIREMENT:**
   Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials fabrics and reinforcements used in the construction of the garments shall be breathable and all moisture barrier material must be as specified in the Materials Section.
   a. The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, water wells, front coat facings, and reinforcement cushioning where applicable.
   b. Areas where non-breathability is allowed (absent custom option specifications): trim or other items placed externally on the arms that might need extra material to pass NFPA required Stored Energy Testing, hook and loop fastening, hardware or hardware backing, and pocket linings where used exterior to the outer shell.

25. **CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR):**
   Using breathable materials as outlined in the section titled Breathable Materials, there shall be a minimum area of 4" x 4" (10.2 cm x 10.2 cm) at the shoulders and elbows that provide a minimum of 40 CCHR at 2 psi wet and 35 dry, and a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provide 115 CCHR at 8 psi wet and dry. All three compression areas shall be constructed of high temperature fiber based materials and sewn to the thermal liner on the inside of the liner toward the moisture barrier.
   a. In all three of these compression areas at least a portion of the protective area shall be made from high temperature fiber based materials sewn to the thermal liner on the inside of the liner toward the moisture barrier.

26. **SEAM PROTECTION AT CUFFS:**
   At the coat and pant cuff Major A seams, the reflective trim shall stop just before the folding of the full felled seam and for additional abrasion protection be covered by a sewn on strip of polymer coated Kevlar material laid on top of the Major A seam and covering each end of the trim.

27. **APPLICABLE DOCUMENTS:**
   The following standards in their active versions on the date of invitation for proposal shall form a part of this specification to the extent specified herein.

<table>
<thead>
<tr>
<th>STANDARD</th>
<th>TITLE</th>
</tr>
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<tbody>
<tr>
<td>ASTM D 6193-97</td>
<td>Standard Practice for Stitches and Seams</td>
</tr>
<tr>
<td>NFPA 1500, Latest Edition</td>
<td>Standard on Fire Department Occupational Safety and Health Program</td>
</tr>
<tr>
<td>NFPA 1851, Latest Edition</td>
<td>Standard on Selection, Care, and Maintenance of Structural Fire</td>
</tr>
<tr>
<td></td>
<td>Fighting Protective Ensembles</td>
</tr>
</tbody>
</table>

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COAT

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.

1. DESIGN CONCEPT (STYLING):
The standard coat design shall be 6-inches (15.2 cm) longer at the rear hem than at the front hem and provide continuous and unbroken moisture barrier and thermal liner protection from the collar seam to the hem at the bottom of the coat tail. Each coat length shall be determined by each individual's torso length to provide the coat-to-pant interface as defined by NFPA 1500. Coat design must interface properly with standard waist high bunker pants. To facilitate various body types the front to rear length differential shall be made available in 3-inch (7.5cm), 4-inch (10.0cm), 5-inch (12.5cm), and 6-inch (15.0cm) "Tail Drops."

2. PATTERNING CONCEPT:
Garments shall feature a tailored three-piece body (with one-piece back) and one-piece, set-in sleeve construction throughout the outer shell, moisture barrier and thermal liner layers. One-piece garment body (either all layers or some layers) will not be considered acceptable since they cannot be tailored to hard-to-fit personnel. Similarly, garments with seams in mid-back are not considered acceptable because of backbone irritation that can occur with SCBA use. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

3. PATTERNING REQUIREMENTS:
To assure maximum freedom of movement and reduce kinetic resistance with minimum garment weight and bulk, coat patterning shall include the following features:
   a. Degree of slope on shoulders shall be no more than 20%.
   b. Hydraulic Butterfly sleeve patterning having built-in underarm bellow with 85-degree Lift up Release Action shall be provided to minimize coat hem rise.
   c. Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
   d. Coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments.
   e. Shell-and-liner retraction at the cuff shall not exceed 1 inch (2.5 cm) when both arms are raised overhead. This helps eliminate wrist exposure.
   f. 10-inch (25.4-cm) chest over-sizing shall be provided.
   g. Coat sweep measurements must be consistent with the chest over-size at the hem.
   h. Reach when measured from cuff to cuff, with coat lying flat, and standard length sleeves extended to each side, shall be provided as detailed below.
   i. An alteration point at the hem that during manufacture allows the sweep dimension to be adjustable in two-inch (5.0cm) increments

<table>
<thead>
<tr>
<th>Chest Size</th>
<th>Standard Reach</th>
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<tbody>
<tr>
<td>40in (101.6 cm)</td>
<td>66in (167.6 cm)</td>
</tr>
<tr>
<td>42in (106.7 cm)</td>
<td>67in (170.2 cm)</td>
</tr>
<tr>
<td>44in (111.8 cm)</td>
<td>68in (172.7 cm)</td>
</tr>
<tr>
<td>46in (116.8 cm)</td>
<td>68in (172.7 cm)</td>
</tr>
</tbody>
</table>
4. **DRAG RESCUE DEVICE (DRD):**
Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat. Each strap will be properly labeled with the chest size(s) the Rescue Strap is designed to fit.
   a. Rescue Strap shall be designed in a fashion that it functionally provides a dynamic and articulated action and to eliminate excess strapping material hanging down the back when installed between the garment's liner and outer shell.
   b. The device shall be constructed using two components: a 1.75" (4.45 cm) Kevlar webbing grab handle; and a free-floating loop of Kevlar rope to go around each of the wearer's arms/shoulder.
   c. The grab loop shall extend upward and pass through a tunnel of outer shell and pass out through a reinforced slot in the coat outer shell just below the center rear of the collar seam. The protruding grab loop shall then fold back down and be stored by hook and loop fastener.
   d. The end of the grab loop shall be covered with an outer shell flap sewn below the held in place with hook & loop fastener to reduce the chances of snagging the grab loop by accident.
   e. The Grab Handle shall be constructed of soft and pliable Kevlar webbing meeting the following specifications:
      1. Description: 100% Kevlar Double Plain Weave
      2. Width: 1.75" (4.45 dm)
      3. Thickness: 0.064" ± 0.010" (.163 cm± .0254 cm)
      4. Tensile: 5,000 lb. minimum (22.24 kN)
   f. To facilitate comfort and safety the free-floating loop shall be constructed of soft and pliable Kevlar rope meeting the following specifications:
      1. Description: 100% Kevlar Tubular Plain Weave - Natural
      2. Width: .038" (.097 cm)
      3. Thickness: 0.144" ± 0.005" (.366 cm± .013 cm)
      4. Tensile: 3500 lb. minimum (15.57 kN)
   g. Rescue Strap shall be sewn with Kevlar thread

5. **LINER ATTACHMENT:**
The completed liner-moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight, bulk and stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or hook and loop fasteners in this area is not allowed due to their added weight, bulk and stiffness.
   a. Liner sleeves shall be attached at the cuff by means of snaps on two (2) sets of Nomex tabbing per liner cuff. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff. A separate piece of Nomex tabbing shall be sewn to the shell cuff and fashioned as a loop without any snap hardware.
   b. To provide continuous moisture protection and pathogen protection at the neck, the liner shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material.
   c. Attachment at the neck shall be by means of four (4) glove straps that penetrate only the layer of the attachment strip facing towards the liner, so that metal contact at a wearer's neckline is completely eliminated.

6. **COAT CERTIFICATION LABEL ON LINER:**
The coat certification label on the liner shall be affixed to the inside right body panel of the liner in a fashion to provide an inside liner pocket.
7. **COAT CERTIFICATION LABEL ON SHELL:**
The coat label on the shell shall be affixed in a conspicuous location once the liner is removed.

8. **COLLAR:**
The collar shall be of layered construction, consisting of a layer of waterproof moisture barrier and a layer of NFPA 1971-certified insulating material, sandwiched between two (2) layers of specified outer shell material. NFPA compliant collars shall be at least 3 inches (7.6 cm) high while CGSB compliant collars shall be at least 4 inches (10.2 cm) high. The design shall incorporate in its patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.
   a. There shall be no vertical or horizontal seams or stitching in the body of the collar. The left outside of the collar shall have a sewn piece of 2-inch x 2-inch (5.0-cm x 5.0-cm) hook fastener tape for chinstrap-to-collar closure. The fastener tape shall be located rear ward far enough to allow for the location of a forward mounted microphone tab if so desired. Each collar shall be graded to individual coat sizes.

9. **LTO COMFORT CHIN STRAP:**
The chinstrap shall be of layered construction identical to that of the collar configuration described in the previous paragraphs. Chinstrap shall be of a crescent shaped design with minimum dimensions of. 9 inches (22.5 cm) long across the top corners, 10.5 inches (26 cm) long across the bottom corners, and 3.5 inches (8.75 cm) in vertical height, measured at the center. The chinstrap shall also incorporate a knit insert for comfort which shall measure 5"W x 3 ½"H. The color of the knit insert is to be White. The leading underside edge of the chinstrap shall have a 4.0-inch-wide (3.8 cm-wide) horizontal strip of loop fastener tape to ensure an adequately adjustable closure and to ensure passage of the Whole Garment Liquid Penetration Test.

10. **HANG-UP LOOP:**
    An 80-pound (36.3 kg) tear strength hang-up loop shall be provided at the interior collar seam. The loop shall be constructed of triple layers of the specified outer shell material, lock stitched to the coat. Webbing is not acceptable.

11. **SLEEVES:**
    To prevent stove-piping the sleeves shall be individually graded by coat size and sleeve length. For maximum freedom, the sleeve design shall feature extra full cut one-piece set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major seams shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double felled and double stitched for maximum.

12. **INNER WRISTLET & WATERWELL:**
    Every coat shall feature a minimum 4.5-inch (11.4-cm) long, double-layer knit inner wristlets protected by a flame-resistant and moisture-resistant inner waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). The specified moisture barrier shall form an inner waterwell with an elastic gather sewn to the moisture barrier sleeve end.

13. **EXTERNAL WRISTLET:**
    Every coat shall feature a 2.5-inch (6.4 cm) long knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/thermal liner assembly.
14. **FRONT CLOSURE PROTECTIVE OVERLAP:**
Two-inch-wide (5.1 cm-wide) panels of breathable moisture/pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials.
   a. An additional layer of breathable moisture/pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

15. **COMPOSITE MATERIALS:**
The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of proposal without further consideration.
   a. OUTER SHELL: 7.0 osy - Comfort Twill; 65% Kevlar, 35% PBI – Black
   b. THERMAL LINING: 7.1 osy – Synergy II 2 Layer (Berry Compliant)
   c. MOISTURE BARRIER: 5.5 osy - Steadair 4000 100% Nomex IIIA woven Pajama-check, (Berry Compliant)

16. **COAT CUSTOM REQUIREMENTS TO BE PROVIDED:**
Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

**REENGINEERED**
*** Revision 1 ***
   a. LTO Tail Outer Shell -7 osy PBI Max – Black
   b. LTO Tail Thermal Liner – 7.1 osy Synergy II 2 Layer
   c. LTO Tail Moisture Barrier – 5.5 osy Stedair 4000
   d. Std – Coat Cuffs
   e. (020) Std. Inspection Port Liner
   f. Std – Liner detachable
   g. Std – SET Thermal Enhancement
   h. Std – Liner Label Pocket
   i. (001) Std – Take Up Straps – 2 Postman
   j. (R01) Std – Std. Articulating Rapid Rescue Strap
   k. Std – Trim Double Stitched
   l. Trim – (4) NEW YORK – lime 2-tone Scotchlite (3”)
   m. Above Hem Trim Patch – PBI Max – Black
   n. <SCFD>
   o. 4 – 3” sewn letters – lime Scotchlite
   p. Hem Patch – PBI Max – Black
   - FF Last Name (1st INITIAL when specified) –
   q. Avg. 7 letters – OK to use 2” letters to fit
   r. 7 – 3” sewn letters – lime Scotchlite
   s. Integral Customization – Sedgwick County Fire District Patch
   ** Right Sleeve**
   t. (E10) 2” Velcro/Zipper Coat Closure
   u. (Q02) LTO comfort Chinstrap
   v. (O50) Dead Air Panels
   w. (S44) Easy Move Liner Combo – TL I & TLB
   x. Half Hi Bellows Pockets – PBI Max – Black 6 x 9 x 2 Lined with Kevlar

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Sedgwick County...Working for you
y. Bartack All F Corners of Bellows Pockets
z. Mic Tab – PBI Max – Black 0.5 x 2.5

**Left Chest**
aa. Large Hook on a Patch w/Velcro Strap – PBI Max – Black
- 1” x 1.5” Velcro on both ends of strap
**Right chest**
bb. Radio Pocket – PBI Max – Black 7 x 3 x 2
**Left Chest**
c. Notch Flap – Left
dd. (W53) Sub Wristlets – Long with tabs – Nomex

**24 FRONT LENGTH & LONGER Spec Limitation:** **Half Hi Bellows Pockets – 6” x 9” x 1.5” with Radio pocket in chest position – will not fit on 23 front length & shorter – A SPEC MUST BE CREATED PRIOR TO SUBMITTING AN ORDER

**PANTS**

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.

1. **DESIGN CONCEPT (STYLING):**
The pant shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist-high pants shall not be considered acceptable or "equal," since additional trunk wrapping traps heat and moisture, increasing heat stress buildup while also creating mechanical resistance when covering the natural torso flexion point of the waist.

2. **PATTERNING CONCEPT:**
Garments shall feature a tailored four-piece body plus a one-piece, over-sized crotch diamond pattern in the outer shell, moisture barrier and thermal liner.

3. **PATTERNING REQUIREMENTS:**
To assure maximum freedom of movement and reduced kinetic resistance with minimum garment weight and bulk, the pants patterning shall:
   a. Incorporate hydraulic, swivel action leg-to-torso interfaces.
   b. Incorporate an oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no "in-crotch" seaming.
   c. In the outer seam hip area, in all three layers shall, incorporate convex seam technology to provide for generous seat expansion when squatting and crawling without creating unsightly bagginess.
   d. That the diamond extends from just above the left knee to just above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately proportionally graded to waist size and inseam length.
   e. Ensure that pants rest in normal body line balance of 22 inches (55.9 cm) center distance at the cuff for 42 waist, 30 inseam pants.
   f. Provide for an alteration point at the hips so that during manufacture the hip dimension can be adjustable in two-inch (5.0cm) increments.

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Sedgwick County...Working for you
4. **TAB STYLE SUSPENDER ATTACHMENT POINTS AND SUSPENDER SNAP ATTACHMENTS:**
   a. Tab Style Suspenders Attachment Points: At the top of the outer shell pant waist provide eight, horizontal triple layer (minimum) outer shell tabs measuring at least 0.5" H x 2.0" W. Tabs shall be bar tacked to the inward facing side of the shell with two tabs located on either side of the fly and four tabs evenly spaced at the center rear.
   b. Suspenders Snap Attachments: Suspenders shall attach to the bunker pants at eight locations and utilizing 2.0-inch wide, heavy-duty elastic webbing. At each of the eight attachment points, the end of the elastic webbing shall be folded over to create a triple layer through which two extra heavy-duty female snaps will be applied. Two corresponding extra heavy-duty male snaps shall be set further up on the elastic webbing to allow the webbing to be fed through a bunker pant suspender mounting tab and folding the elastic webbing over itself snapped into place. Needle punch Aramid.

5. **LINER ATTACHMENT:**
   The moisture barrier and thermal liner assembly shall be attached to the outer shell at the waistband with seven (7) evenly-spaced glove snaps. Liners shall be attached at the cuff by means of snaps on two (2) sets of Nomex tabbing per liner cuff. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff. A separate piece of Nomex tabbing shall be sewn to the shell cuff and fashioned as a loop without any snap hardware.

6. **PANT CERTIFICATION LABEL ON LINER:**
   The pant certification label on the liner shall be affixed to the inner left hip area of the liner.

7. **BIFLEX HEAT CHANNEL KNEE:**
   The knee area shall be provided with increased thermal protection consisting of one (1) layer of reinforcing material covering multiple horizontal layers of Aramid batting insulating and cushioning material. The design of the knees shall provide horizontal corrugations down the center to allow for ease of bending while still providing high levels of protection. At the sides of each pad vertical corrugations shall allow the knee pad to wrap around the cylindrical shape of the leg. Pads shall measure approximately 10" wide x 12" high. The knee reinforcements shall provide a minimum CCHR rating of 115 in dry conditions. When requested the manufacturer must provide ISO 17025 certified lab results and samples of designs they intend to submit. Trained Fire Department personnel will determine the acceptability of the design based on lab results, comfort, mobility, weight, durability, heat resistance and flexibility.
   a. When requested the manufacturer must provide ISO 17025 certified lab results and samples of designs they intend to submit. Trained Fire Department personnel will determine the acceptability of the design based on lab results, comfort, mobility, weight, durability, heat resistance and flexibility.

8. **PANT CERTIFICATION LABEL ON SHELL:**
   The pant label on the shell shall be affixed to the facing at the fly.

9. **FLY FRONT:**
   The outer shell fly shall be lock stitched to the left side of the front opening and shall be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2 inches (5.1 cm) to the left of the outer shell fly attachment seam and shall be constructed of certified breathable moisture barrier and thermal liner. The right front pant opening shall have an internal facing extending at least 2 inches (5.1 cm) to the right and constructed of specified fabric. In combination with the liner, the system shall offer 360-degree protection without gaps during movement of the outer shell moisture barrier and thermal liner. Closure shall be by means of a minimum 1.5-inch-wide (3.8-cm-wide) hook and loop fastener, and all construction techniques used shall provide liquid penetration protection under the NFPA 1971 Whole Garment Liquid Penetration Test. The fly shall be graded to the waist size of garments and crotch rise.
10. **ANGLE CUFF:**
The rear portion of each leg hem shall be notched in an area of approximately 8" wide x 1 ½" high to help prevent the hem from catching on the heels of the firefighters boots or dragging on the ground. All three layers of the leg materials (outer shell, moisture barrier and thermal liner) must angled so as to prevent the moisture barrier/thermal liner from being compromised due to exposure.
   a. Each hem will be reinforced with one layer of Black Arashield to reduce ripping of the hem during use.

11. **COMPOSITE MATERIALS:**
The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of proposal without further consideration.
   a. **OUTER SHELL:** 7.0 osy - Comfort Twill; 65% Kevlar, 35% PBI – Black
   b. **THERMAL LINING:** 7.4 osy – Synergy II 2 Layer (Berry Compliant)
   c. **MOISTURE BARRIER:** 5.5 osy – Steadair 4000 100% NOMEX IIIA WOVEN PAJAMA-CHECK, 4.7 OSY (BERRY COMPLIANT)

12. **PANT CUSTOM REQUIREMENTS TO BE PROVIDED:**
Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

**REENGINEERED**
*** Revision 1 ***
   a. LTO Pant Outer Shell – 7 osy PBI MAX – Black
   b. LTO Pant Thermal Liner - 7.1 osy Synergy II 2 Layer
   c. LTO Pant Moisture Barrier – 5.5 osy Steadair 4000
   d. (J02) STD Narrow Fly -2” Velcro w/Hook & Dee
   e. (O21) Std –Inspection Port Liner
   f. Std – Liner Detachable
   g. Std – Trim Double-Stitched
   h. Trim –(7) NFPA – lime 2-tone Scotchlite (3”)
   i. (O67) Reinforcement Patch 4 x 4 – Arashield – Black
   j. 4 x 4 Finished

**Left Lower Leg –BCT**
   k. (O67) Reinforced Patch 4 x 4 – Arashield – Black
   l. 4 x 4 Finished

**Right Lower Leg –BCT**
   m. (O03) Angled Cuffs – Arashield – Black
   n. Pant Cuffs – Leather – Black
   o. (K05) BiFlex Heat Channel Knees – PBI Max – Black
   p. (K53) Both center sections in BiFlex Knee to be Arashield – Black
   q. Cuff Tighteners – PBI Max – Black
   r. (O01) Take Up Straps – 2 Postman – PBI Max – Black
   s. Bellows Pockets – PBI Max – Black 9 x 9 x 2
   t. Reinforced – 5” Ext. Arashield – Black
   u. Lined with Kevlar
   v. Mic Tab – Advance Soft – Black 0.5 x 2.5

- **Place on the pocket portion not pants – as close to the top as possible – centered**

**Inside right bellows pocket-pant**
   w. Liner Pocket – Advance Soft – Black 4 x 3

- **Placed on inside of bellows (On Pocket Portion, Not on Pants) – Place 3.5” below top of bellows pocket**

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Sedgwick County... Working for you
VI. **Sedgwick County’s Responsibilities**

- Provide information, as legally allowed, in possession of the county, which relates to the county’s requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

VII. **Proposal Terms**

A. **Questions and Contact Information**

Any questions regarding this document must be submitted in writing to Josh Lauber at Josh.Lauber@sedgwick.gov by 5:00 p.m. CST Monday, January 20. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at [https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/](https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/) under the Documents column associated with this RFP number by 5:00 p.m. CST Friday, January 24, 2020. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

B. **Minimum Firm Qualifications**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer’s response.

Proposers shall:

1. Have a minimum of 10 years’ experience in providing services similar to those specified in this RFP.
2. Have an understanding of industry standards and best practices.
3. Have experience in managing projects of comparable size and complexity to that being proposed.
4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
7. Provide project supervision (as required) and quality control procedures.
8. Have appropriate material, equipment and labor to perform specified services.
9. Park only in designated areas and display parking permit (if provided).
10. Wear company uniform or ID badge for identification purposes.
C. **Evaluation Criteria**

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

<table>
<thead>
<tr>
<th>Component</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Qualifications experience, capabilities and technical competence. The breadth and depth of the proposers organization’s experience in the performance of comparable services was fully demonstrated. References were considered as part of this evaluation.</td>
<td>45</td>
</tr>
<tr>
<td>B. Ability to meet or exceed all provider qualification requirements and/or specifications as outlined herein.</td>
<td>25</td>
</tr>
<tr>
<td>C. Demonstrate clearly and completely your organization’s ability and capacity to meet all Request for Proposal Conditions and miscellaneous instructions as outlined herein.</td>
<td>20</td>
</tr>
<tr>
<td>D. The most advantageous and prudent methodology and costs as determined by the County. *</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Assume the following cost proposals *(examples only)*

A. $50,000.00  
B. $38,000.00  
C. $49,000.00

Company B with a total price of $38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A. $38,000.00 divided by $50,000.00 = .76  .76*10  7.6 points  
B. $38,000.00 divided by $38,000.00 = 1.00  1.00*10  10 points  
C. $38,000.00 divided by $49,000.00 = .77  .77*10  7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm’s method of providing the service and the fee schedule achieved through discussions and agreement with the county’s review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.
D. **Request for Proposal Timeline**
The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Section at (316) 660-7255 to confirm any and all dates.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution of Request for Proposal to interested parties</td>
<td>January 6, 2020</td>
</tr>
<tr>
<td>Pre-Bid Meeting, 11:00 am CST at Sedgwick County Fire District #1 Fire Station 32 GLN Room located at 7750 N. Wild West Drive Park City, KS 67147</td>
<td>January 16, 2020</td>
</tr>
<tr>
<td>Questions and clarifications submitted in writing by 5:00 p.m. CST</td>
<td>January 20, 2020</td>
</tr>
<tr>
<td>Addendum Issued by 5:00pm CST</td>
<td>January 24, 2020</td>
</tr>
<tr>
<td>Sealed Proposal due before 1:45pm CST</td>
<td>February 11, 2020</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>February 11, 2020 – March 5, 2020</td>
</tr>
<tr>
<td>Board of Bids and Contracts Recommendation</td>
<td>March 5, 2020</td>
</tr>
<tr>
<td>Board of County Commission Award</td>
<td>March 11, 2020</td>
</tr>
</tbody>
</table>

E. **Contract Period and Payment Terms**
A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of three (3) years, with an option to renew for two (2) additional one (1) year terms.

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions
[https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf](https://www.sedgwickcounty.org/media/39239/payment_and_invoice_provisions.pdf)

F. **Insurance Requirements**
Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor’s professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured including both ongoing and completed operations, except for professional liability, workers’ compensation and employer’s liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (must be acknowledged on the bid/proposal response form).

**NOTE:** If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements.
Workers’ Compensation:
Applicable coverage per State Statutes

Employer’s Liability Insurance: $500,000.00

Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalent):

- Each Occurrence $1,000,000.00
- General Aggregate, per project $2,000,000.00
- Personal Injury $1,000,000.00
- Products and Completed Operations Aggregate $2,000,000.00

Automobile Liability:

- Combined single limit $500,000.00

Umbrella Liability:
Following form for both the general liability and automobile

<table>
<thead>
<tr>
<th>Required/ Not Required</th>
<th>Each Claim</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

Professional Liability/ Errors & Omissions Insurance:

<table>
<thead>
<tr>
<th>Required/ Not Required</th>
<th>Each Claim</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
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</table>

Pollution Liability Insurance:

<table>
<thead>
<tr>
<th>Required/ Not Required</th>
<th>Each Claim</th>
<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000.00</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, Contractor shall also provide the following:

Builder’s Risk Insurance:
In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis without optional deductibles. Entity, Contractor, and all Subcontractors shall be included as named insureds.

G. **Indemnification**

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider’s performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.
H. **Confidential Matters and Data Ownership**

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. **Proposal Conditions**

[https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf](https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf)

**General Contract Provisions**
[https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf](https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf)

**Mandatory Contract Provisions**
[https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf](https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf)

**Independent Contractor**
[https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf](https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf)

**Sample Contract**
[https://www.sedgwickcounty.org/media/39236/sample-contract.pdf](https://www.sedgwickcounty.org/media/39236/sample-contract.pdf)

VIII. **Required Response Content**

All proposal submissions shall include the following:

1. Completed 20-0008 Appendix A excel spreadsheet in printed and electronic copy included.
2. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
3. The names of the staff members who will be available for work on the contract, including a listing of their work experience.
4. The firm’s relevant experience, notably experience working with government agencies.
5. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three years.
6. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
7. A description of the type of assistance that will be sought from County staff, including assistance required from the County to lessen the costs of this project.
8. Proof of insurance meeting minimum insurance requirements as designated herein.
9. Those responses that do not include all required forms/items may be deemed non-responsive.

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Sedgwick County...Working for you
IX. **Response Form**

**REQUEST FOR PROPOSAL**
**RFP #20-0008**

**Protective Clothing for Structural Firefighting Coats and Pants**

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

**NAME**
_______________________________________________________________________________________________

**DBA/SAME**
___________________________________________________________________________________________

**CONTACT**
_________________________________________________________________________________________

**ADDRESS** ______________________________________ CITY/STATE___________________________ ZIP________

**PHONE** _____________________________ **FAX** _____________________________ **HOURS** ______________

**STATE OF INCORPORATION or ORGANIZATION** _________________________________________________

**WEBSITE ADDRESS** ______________________________________ **EMAIL** __________________________

**NUMBER OF LOCATIONS** __________ **NUMBER OF PERSONS EMPLOYED** ___________________________

**TYPE OF ORGANIZATION:** Public Corporation _______ Private Corporation _______ Sole Proprietorship ______

Partnership _______ Other (Describe): __________________________________________________________________

**BUSINESS MODEL:** Small Business _______ Manufacturer _______ Distributor _______ Retail ______

Dealer _______ Other (Describe): _____________________________________________________________________

**Not a Minority-Owned Business:** _______ **Minority-Owned Business:** _______ (Specify Below)

____ African American (05) ____ Asian Pacific (10) ____ Subcontinent Asian (15) ____ Hispanic (20)

____ Native American (25) ____ Other (30) - Please specify___________________________________________

**Not a Woman-Owned Business:** _______ **Woman-Owned Business:** _______ (Specify Below)

____ Not Minority-Woman Owned (50) ____ African American-Woman Owned (55)

____ Asian Pacific-Woman Owned (60) ____ Subcontinent Asian-Woman Owned (65) ____ Hispanic Woman Owned (70)

____ Native American-Woman Owned (75) ____ Other – Woman Owned (80) – Please specify_______________________

**ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS:** _____Yes _____No

**INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:** _____Yes _____No

**ACKNOWLEDGE RECEIPT OF ADDENDA:** All addendum(s) are posted to our RFQ/RFP web page and it is the vendor’s responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp .

NO.______, DATED _______;                 NO.______, DATED______;                     NO.______, DATED_______

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer’s response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature______________________________________________ Title____________________________________________

Print Name____________________________________________ Dated _________________________________________

RFP #20-0008
Sedgwick County...Working for you