



**REQUEST FOR PROPOSALS  
CITY OF FARGO, NORTH DAKOTA**

**Public Safety  
Fire Department Uniforms**

**RFP20008**

**Proposals are due 2:00 p.m. CST, Tuesday, January 21, 2020**

**REQUEST FOR PROPOSALS**  
**PUBLIC SAFETY FIRE DEPARTMENT UNIFORMS**

**CITY OF FARGO, NORTH DAKOTA**

The City of Fargo, North Dakota, requests proposals from qualified firms to provide the Fargo Fire Department (“Department”) fire uniforms and duty equipment for the city’s fire personnel on an as-needed and ongoing basis, as more fully described in this document.

For the purpose of the Request for Proposals (“RFP”) and the anticipated Agreement, “City” means the city of Fargo, and “Services” means the provisions and delivery of fire department uniforms to the City, as described in this RFP.

The selected firm will be invited to enter into an agreement with the city, in a form to be provided by the City (“Agreement”). The City commission has the ultimate authority to approve any proposal and to authorize execution of the Agreement.

**Section 1: Project Background**

The City of Fargo is a thriving community of more than 120,000 residents. The City is a full-service community which provides police, fire, engineering, public works, public health, and water purification services for the safety and enjoyment of residents and visitors.

The City supports a growing fire department of 7 fire stations, 108 line personnel, 6 fire prevention personnel, 2 administrative personnel, 3 assistant chiefs, and a chief of the fire department. All line personnel are required to wear an approved uniform of the fire department and must abide by department policy.

The City is publishing the RFP to enter into a five-year Agreement with a vendor to be the primary supplier of Services to the City with an option for the City to renew the Agreement annually.

**Section II: Project Scope and Requirements**

The purpose of the RFP is to invite qualified firms to submit proposals to supply and deliver to the City fire department uniforms on an as-needed and ongoing basis (“Services”). The Services must conform to the following minimum requirements:

- A. The firm must be able to supply all of the items listed in Appendix A. The City has provided a specific manufacturer and item number for each item listed in Appendix A. The listed manufacturer and item number for each item listed in Appendix A is a benchmark meant to establish a minimum quality standard for each item. Proposers may submit proposals to provide items made by the manufacturers and matching the item number listed in Appendix A. However, except where specifically noted, proposers may propose to provide items made by

different manufactures and/or bearing different items numbers than those listed in Appendix A (“Substitutions”) so long as the Substitutions are of equivalent dimensions, quality, and performance as the make and model of the item listed in Appendix A. Proposers may not propose Substitutions for those items identified in Appendix A as “No Substitutions Permitted.”

If a proposer desires to propose Substitutions, the proposer must submit a description of each substitution to the Department to evaluate the price, quality, dimensions, and performance of each substitution. All substitution descriptions must be sent to the following address.

Craig Nelson  
Assistant Chief  
Fargo Fire  
Department  
Fargo, ND 58102  
(701)241-8132  
[Cnelson@FargoND.gov](mailto:Cnelson@FargoND.gov)

- B. All items provided by the proposer must be new and first quality as to the construction, workmanship, and appearance.
- C. The prices proposed by the proposer may not be increased during the term of the Agreement.
- D. The proposer or manufacturer must come to the City’s Fire Department to work with each of the personnel to take his/her measurements and, as necessary, to enable the proposer to make alterations.
- E. The proposer must make minor alterations (take in/ease waist, hem pant legs, adjust seat of pants, add hidden zippers to uniform shirts, add rank and hash marks on sleeves, add mic tab on side-seams on shirts, and if necessary shorten length of the bottom of the uniform shirts), provide embroidery and sewing on of patches and badges to each applicable item for no extra charge. All alterations shall be performed in a timely manner and shall be performed to the satisfaction of the Officer for whom the garment is intended.
- F. The proposer must maintain a sufficient inventory of shirts and trousers in stock at all times during the term of the Agreement to outfit each member of the Department without the proposer needing to order shirts and trousers from a manufacturer upon receiving an order from the Department.
- G. The proposer must be able to provide nearly all items within as short as time possible, but no more than twenty-eight (28) business days from the date the order is placed. If an item is on back order due to a manufacturer’s delay, proposer may substitute the backordered item with an article of equal or better quality for the same price as the backordered item upon the prior approval of the City.

- H. The proposer must provide an online ordering/tracking system to allow each member of the Department to place orders online, to electronically track the progress of each order, and to conduct data analysis on member purchase history.
- I. The proposer must provide a dedicated customer service care representative to assist the Department with purchases, resolve problems with orders, and to assist in issues related to billing. The City understands the Department may not be the only account that this representative is assigned; however, the City requires a single point of contact.
- J. All shipping and returns must be at the proposer's expense and pre-paid by the proposer. The City will notify the proposer of any damaged goods and will assist in arranging inspection and replacement of any items damaged in shipping.

### **Section III: Submittal Requirements**

All proposals must be signed by an authorized official, and notarized. Proposals which contain omissions, erasures, alterations, conditional quotes, or that contain irregularities of any kind may be rejected.

The proposal should contain, without limitation, the following information at a minimum:

#### **A. Contact Information**

- Name of firm and designated sales representative, including direct telephone number, cellular phone number and email;
- Office address, main telephone and fax numbers, and website address.

**B. List of Qualifications, Certifications, and Required Licensing.** The proposer shall describe its ability to satisfy the minimum requirements set forth in Section II of this RFP.

#### **C. Proposal and Fee Structure**

- The proposer shall describe all the costs and financial responsibilities associated with the provision of each item listed in Appendix A. The fee summary should clearly provide the not-to-exceed fee inclusive of all goods, services, taxes, and shipping costs. The not-to-exceed costs specified by the proposer are to include all direct and indirect costs of implementing the Services, and the City shall not be bound to pay any additional costs absent a written change order.
- The proposer shall specify a guarantee for how long it will take the proposer to deliver the ordered items, provided that no guarantee shall be longer than twenty-eight (28) business days from the date the order is placed. The city prefers a guaranteed delivery period which is as short as possible.

#### **D. Letter**

A letter indicating that all information attached is true and complete and signed by the authorized owner, partner, officer of the corporation, or manager of the limited liability company submitting the proposal, with said signature duly notarized by a notary public (located on pages 7 and 8).

#### **Section IV: Evaluation of Proposals**

City staff will evaluate all properly submitted proposals, and will grade and rank all proposals with respect to the Project Scope and Submittal Requirements set forth in this RFP, including without limitation, the total cost for the Services and the responsiveness of the proposal. The City reserves the right to ask any proposer for additional information and to interview any proposer to assist the City in making its selection.

The City will then select the top preferred firm, with whom an Agreement will be executed, on a form to be provided to the City. The City Commission has the ultimate authority to approve any proposal and to authorize execution of the Agreement.

The City reserves the right to make clarifications, corrections, or changes in the RFP at any time prior to the deadline for the submission of proposals. All proposers or prospective proposers will be informed of said clarifications, corrections, or changes so long as the proposers and prospective proposers register with the City via email to [Cnelson@FargoND.gov](mailto:Cnelson@FargoND.gov) prior to the due date for proposals.

#### **Section V: Submittal Procedures**

##### **A. Questions and Clarifications**

All questions regarding this RFP should be directed in writing to Assistant Chief Craig Nelson, at [Cnelson@FargoND.gov](mailto:Cnelson@FargoND.gov).

##### **B. RFP Submittals**

**Proposals must be received no later than 2:00 p.m. CST, on Tuesday, January 21, 2020 at the City Auditor's Office, City of Fargo, 225 4<sup>th</sup> St. N., Fargo, ND 58102. All proposals shall be labeled Fire Department Uniform Proposal.** Proposals will not be opened publically. Proposals submitted after closing time will not be opened. No oral, telephone, or facsimile proposals will be considered.

Please also deliver one digital copy of the proposal via email to [Cnelson@FargoND.gov](mailto:Cnelson@FargoND.gov)

##### **C. Standard Terms and Conditions**

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a proposal, conducting any necessary studies, creating any necessary designs for the preparation of the proposal, or for procuring or contracting for services to be furnished under the RFP.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the deadline for submittals.

The City reserves the right to accept the proposals that are, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the proposal with the lowest Consultant Fee; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposals.

**Section VI: Anticipated Project Time**

- RFP Released December 30, 2019
- RFP Due Date January 21, 2020
- RFP selection Commission approval February 10, 2020

**REQUEST FOR PROPOSAL**

**BID RETURN SHEET**

**Due 2:00 p.m., CST, Tuesday, January 21, 2020**

**Vendor Name:** \_\_\_\_\_

Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for bid.

**CITY OF FARGO**

**Non-Kickback and Non-Collusion Affidavit**

I, being of lawful age and a duly authorized agent for \_\_\_\_\_, regarding the attached bid, proposal, or contract with the City of Fargo, North Dakota for public safety fire department uniforms and equipment, do hereby swear/affirm, that this affidavit is true and correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent in this matter, has been a party to any collusion, among bidders or other competitors in restraint of freedom of competition by causing or contributing to cause anyone to refrain from bidding, or by being a party to any agreement or understanding among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other employer for whom I am an authorized agent have been a party to any collusion with any city official or employee of the City of Fargo as to quantity, quality, or price in this prospective bid, contract or proposal; or any other terms of said undertaking; nor have I or we been a party to any discussion between other competitors and any official of the City of Fargo concerning the exchange of money or other things of value for special consideration in the letting of this bid, proposal or contract.

I do hereby swear/affirm that the work, contractual undertaking, services or materials as described by this invoice or other billing claim has been delivered, completed, or supplied in accordance with the specifications, orders, bids, requests, or contract furnished and executed by the City of Fargo, North Dakota for the above mentioned bid. Furthermore, no consideration, either directly or indirectly, has or will be made to any elected official, officer or employee of the City of Fargo or any other person, firm or corporation to obtain payment of the claim or to procure the contract or purchase order pursuant to which this claim is made.

\_\_\_\_\_  
**Bidder's Signature**

**Please type or print name and address of bidder**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR PROPOSALS  
PUBLIC SAFETY FIRE DEPARTMENT UNIFORMS**

**CITY OF FARGO, NORTH DAKOTA**

**NON-KICKBACK AND NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )

)SS

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_ County, \_\_\_\_\_, the day and year first above written.

\_\_\_\_\_  
**Signature Notary Public**

My Commission expires:




### Appendix A

Line Item	Item #	Item Description	Manufacturer	Color	Details
<b>Pants/Shorts</b>					
1	SPDU27	Unisex polywool 75/25 internal cargo duty trouser	Spiewak	Navy	
2	SPDU28	Unisex polywool 72/25 non-cargo duty trouser	Spiewak	Navy	
3	SPDU30	Unisex poly cotton rip-stop tactical trousers	Spiewak	Navy	
4	SPDU88	Unisex poly cotton twill duty trousers	Spiewak	Navy	
5	SU322	Unisex professional poly non-cargo duty trousers	Spiewak	Navy	
6	81622	Long Mesh Shorts with Pockets	Champion	Navy	Screen print "FFD" logo.
7	7791	Women's Mesh Shorts	Champion	Navy	Screen print "FFD" logo.
8	SPDU24	Internal Cargo Shorts	Spiewak	Navy	Screen print "FFD" logo.
9	SPDU25	Non Cargo Shorts	Spiewak	Navy	Screen print "FFD" logo.
10	P0894	Relaxed Bottom Sweat Pants	Champion	Navy	Screen print "FFD" logo. Mens/Womens options.
11	P7309	Open Bottom Jersey Pants	Champion	Navy	Screen print "FFD" logo. Mens/Womens options.
<b>Shirts</b>					
12	SPDU80	Mens poly cotton short sleeve performance duty shirt.	Spiewak	Navy/White	FFD patch on left sleeve.

13	SPDU81	Womens poly cotton short sleeve performance duty shirt.	Spiewak	Navy/White	FFD patch on left sleeve.
14	SPDU85	Mens poly cotton long sleeve performance duty shirt.	Spiewak	Navy/White	FFD patch on left sleeve.
15	SPDU86	Womens poly cotton long sleeve performance duty shirt.	Spiewak	Navy/White	FFD patch on left sleeve.
16	SU310Z	Mens professional poly short sleeve performance duty shirt	Spiewak	Navy/White	FFD patch on left sleeve.
17	SU311Z	Womens professional poly short sleeve performance duty shirt	Spiewak	Navy/White	FFD patch on left sleeve.
18	SU315Z	Mens professional long sleeve performance duty shirt	Spiewak	Navy/White	FFD patch on left sleeve.
19	SU316Z	Womens professional poly long sleeve performance duty shirt	Spiewak	Navy/White	FFD patch on left sleeve.
20	71049-724	Performance Short Sleeve Polo	5.11	Navy	Embroidered patch on left chest. Embroidered name and rank on right chest.
21	61165-724	Women's Performance Short Sleeve Polo	5.11	Navy	Embroidered patch on left chest. Embroidered name and rank on right chest.
22	72049-724	Performance Long Sleeve Polo	5.11	Navy	Embroidered patch on left chest. Embroidered name and rank on right chest.
23	644 React	Job Shirt	Tri Mountain	Navy	Embroidered patch on front left chest. Embroidered Fargo Fire on back .
<b>Footwear</b>					
24	2091	7" Paratrooper Side Zip Boot	Rocky	Black	Mens
25	12391	Tactical A.T.A.C. 2.0 8" Side Zip Duty Boot	5.11	Black	Mens
26	UBBK	Easy Escape Soft Toe Work Boot	Redback	Black	Mens/Womens
27	12032	Company 2.0 Boot	5.11	Black	Mens

28	12404	A.T.A.C. 2.0 6" Side Zip Boot	5.11	Black	Womens
29	FX071	5" Quarter Duty Boot	Galls	Black	Womens
30	Depot	Slip on work shoe	Deer Stag	Black	Mens/Womens
31	G1120	Plain Toe Oxford	Grabbers	Black	Mens
32	G112	Plain Toe Oxford	Grabbers	Black	Womens
33	E00941	High Gloss Oxford	Bates	Black	Mens
34	E00742	High Gloss Oxford	Bates	Black	Womens
<b>Belts</b>					
35	59551	1.5 "TDU Belt	5.11	Black	
36	6505	1.75" Garrison Belt	Boston Leather	Black	Gold/brass and Silver/nickel buckel options.
37	41CQ02BK	Riggers 1.75" Belt	Blackhawk	Black	
38	1511	1.50" Garrison Belt	Dutyman	Black	Gold/brass and Silver/nickel buckel options.
<b>Hats/Caps</b>					
39		Structured Stretch Cotton Cap	New Era	Navy	Sizes S/MD, M/LG, LG/XL. Embroidered logo on front/Embroidered "Fargo Fire" on rear
40	89260	Tactical Uniform Hat	5.11	Navy	Embroidered logo on front/Embroidered "Fargo Fire" on rear.
41	1318539	Tactical Stealth 2.0 Beanie	Under Armour	Navy	

42	CP90	Stocking Cap	3X Gear	Navy	Front embroidered "FFD" logo.
43	495	Baseball Cap	Richardson	Navy	Embroidered logo on front/Embroidered "Fargo Fire" on rear.
<b>Accessories</b>					
44	SHG132	Nylon Glove Holder	Galls		
45		Safety Gloves	Mechanix	Hi-Vix	HI-Viz Original
46	R-347	Super Cuff Rescue Gloves	Ringers		
47	48073	Responder High Visibility Parka	5.11	Navy	Screen print "Fargo Fire" on rear. Patch on left chest of shell. Embroidered patch on left chest of inner jacket. Velcro name and rank of right chest of shell.
48	59048	Level 1 9" Sock	5.11	Black	
49	10035	PT Ankle Sock	5.11	Black	
50	1244401	Cold Gear Infrared Hood	Under Armour	Orange, Red, Gn.	
51	A267	Cold Weather Hood	Carhartt	Orange, Red, Gn.	
52	5481RCE	Universal Radio Holder	Boston Leather	Black	
53	6543	1.25" Radio Strap	Boston Leather	Black	

<p>Note</p>		<p>The department will consider items of similar quality, appearance, and/or function if proposal items are currently unavailable, discontinued, etc.</p>			
<p>Graphic Examples</p>					
<p>Graphic Examples</p>					