

CONTRACT PROVISIONS, continued

7. **Non-Liability:** The Bidder shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Procurement Administrator's opinion, is beyond the control of the Bidder. Under the circumstances, however, the City may in its discretion, cancel the contract.
8. **Placing of Orders:** Orders against contracts shall be placed with the Bidder on a Purchase Order executed and released by the Finance Department.
9. **Subletting of Contract:** It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City Procurement Administrator, but in no case, shall such consent relieve the Bidder from his/her obligations, or change the terms of the contract.
10. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b. Extended upon written authorization of the Procurement Administrator and accepted by Bidder, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent and acceptable to the City.

1. WORKERS COMPENSATION:

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation	- Statutory
Employers Liability	- \$100,000 (Each Accident) \$500,000 (Disease – Policy Limit) \$100,000 (Disease – Each Employee)

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

INSURANCE REQUIREMENTS FOR INDEPENDENT CONTRACTORS, continued

3. BUSINESS AUTOMOBILE LIABILITY:

The Contractor shall provide Business Auto Liability including coverage for all leased, owned non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property damage.

4. CERTIFICATE(S) OF INSURANCE:

The Contractor shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Finance Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

5. DEDUCTIBLES OR SELF-INSURED RETENTION:

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

6. GENERAL INDEMNITY:

The Contractor shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or anyone acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.

General Specifications

The City of Hagerstown Light Department (HLD) requires the services of a qualified Vendor to manufacture or provide various types and sizes of Flame Resistant (FR) clothing for twenty-two (22) employees.

Vendor must have a suitable stock of FR clothing on hand to fulfill employee orders within sixty (60) business days of ordering.

Vendor must have the ability to provide FR clothing services and have an active repair facility to service/maintain the FR clothing. Vendor shall ensure all sewing repairs, alterations, and embroidery thread is FR rated.

Vendor must document an adequate quality control inspection process to ensure that FR protective clothing garments are manufactured in accordance with all required specifications.

Garments

All garments shall be FR protective clothing only, that meets the requirements of ASTM F1506 – 15, and OSHA 29 CFR 1910.269(1)(8)(iii), and NFPA 70E.

All FR garments shall be guaranteed to be flame resistant for the useful life of the garment.

Garments shall be labeled with the following information:

- Meets requirements of Specification F1506
- Manufacturer's name
- Size and other associated standard labeling
- Care instructions and fiber content
- Arc rating (ATPV) or Arc rating (EBT)

Logo

HLD Logo is required on the left chest area or on the right chest area of shirts, jackets, hoodies, coveralls, and any other upper body garments.

HLD reserves the option to order garments with or without the HLD Logo.

All FR clothing shall be embroidered or screen printed with the HLD logo as specified.

Embroidery thread is to be FR Rated.

Catalog

Vendor shall provide (6) each FR Rated Clothing catalogs, which will be distributed by the employee's supervision two weeks prior to ordering.

Each FR Rated Clothing catalog shall detail all relevant product information, including description, pricing, size range, color, and fabric content.

The amount of incident energy that each garment is suited for shall be indicated by its Arc Rating, as measured in cal/cm², and be included in the catalog.

Ordering/Pricing

Vendor must provide estimated lead times and product availability for items at the time of order.

Vendor shall deliver the exact items as specified and as quoted on the specification sheet; no substitutions or equals will be accepted unless approved by HLD.

Vendor shall provide a HLD approved substitute for any discontinued item. Vendor shall offer the substituted item at a cost that is equal to or less than the quoted cost of the discontinued item.

All quoted pricing shall include FOB destination to the City of Hagerstown Light Department, 425 East Baltimore Street, Hagerstown, MD and remain firm beginning July 1, 2023 and ending June 30, 2024.

With each delivery, the vendor shall provide a packing list that includes items ordered, shipped, and back ordered. Back-Ordered items should show an expected ship date.

Returns and Exchanges

Vendor shall offer HLD requested returns without issue.

Vendor shall provide UPS or FedEx shipment return tracking service.

Vendor shall process returns within five (5) business days.

Additional Information

HLD provides each HLD employee with an allowance per fiscal year, which begins July 1 and ends June 30, to purchase approved FR clothing as required by the employee.

The number of employees and the quantity of associated garments are subject to change; HLD shall not be committed to any minimum purchase requirement.

For bid evaluation purposes; the quoted cost of the garments must not include the cost of the HLD logo.

B1783.23 Flame Resistant Clothing for HLD
Hagerstown Light Department
March 2023

HLD shall have the option to renew this contract for three (3) fiscal years with agreement from the successful vendor to reflect updated pricing and lead time on orders.

Bid No. B1783.23
Flame Resistant Clothing for HLD
Bid Submittal Form

Company: _____

FR CLOTHING SPECIFICATIONS (FR = FLAME RESISTANT)							Please Provide Info & Pricing Below	
FR SHORT-SLEEVE T-SHIRTS: No Logo							Cost/Size	
Description	oz. (≤)	HRC	cal/cm ² (≤)	Color	Manufacturer	Item #	Standard	Oversize
No Pocket	5.4	1	5.0	Navy	Drifire	DF2-CM-446TS-NB		
No Pocket	5.4	1	5.0	Sand	Drifire	DF2-CM-446TS-DS		
No Pocket	6.0	1	8.0	Blue				
No Pocket	6.0	1	8.0	Gray				
No Pocket	6.0	1	8.0	Khaki				
No Pocket	6.0	1	8.0	Orange				
No Pocket	6.0	1	8.0	Navy				
With Pocket	7.0	2	9.0	Blue				
With Pocket	7.0	2	9.0	Gray				
With Pocket	7.0	2	9.0	Khaki				
With Pocket	7.0	2	9.0	Orange				
With Pocket	7.0	2	9.0	Navy				
With Pocket	8.0	2	12.0	Blue				
With Pocket	8.0	2	12.0	Gray				
With Pocket	8.0	2	12.0	Khaki				
With Pocket	8.0	2	12.0	Orange				
With Pocket	8.0	2	12.0	Navy				
FR LONG SLEEVE T-SHIRTS: No Logo							Cost/Size	
Description	oz. (≤)	HRC	cal/cm ² (≤)	Color	Manufacturer	Item #	Standard	Oversize
No Pocket	5.4	1	5.0	Navy	Drifire	DF2-CM-446LS-NB		
No Pocket	5.4	1	5.0	Sand	Drifire	DF2-CM-446LS-DS		
No Pocket	6.0	1	8.0	Blue				
No Pocket	6.0	1	8.0	Gray				
No Pocket	6.0	1	8.0	Khaki				
No Pocket	6.0	1	8.0	Orange				
No Pocket	6.0	1	8.0	Navy				
With Pocket	7.0	2	9.0	Blue				
With Pocket	7.0	2	9.0	Gray				
With Pocket	7.0	2	9.0	Khaki				
With Pocket	7.0	2	9.0	Orange				

With Pocket	7.0	2	9.0	Navy				
With Pocket	8.0	2	12.0	Blue				
With Pocket	8.0	2	12.0	Gray				
With Pocket	8.0	2	12.0	Khaki				
With Pocket	8.0	2	12.0	Orange				
With Pocket	8.0	2	12.0	Navy				

FR CLOTHING SPECIFICATIONS (FR = FLAME RESISTANT)	Please Provide Info & Pricing Below
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FR SHORT-SLEEVE HENLEY: No Logo							Cost/Size	
Description	oz. (≤)	HRC	cal/cm ² (≤)	Color	Manufacturer	Item #	Standard	Oversize
With Pocket	7.0	2	12.0	Blue				
With Pocket	7.0	2	12.0	Gray				
With Pocket	7.0	2	12.0	Khaki				
With Pocket	7.0	2	12.0	Orange				
With Pocket	7.0	2	12.0	Navy				

FR LONG-SLEEVE HENLEY: No Logo							Cost/Size	
Description	oz. (≤)	HRC	cal/cm ² (≤)	Color	Manufacturer	Item #	Standard	Oversize
With Pocket	7.0	2	12.0	Blue				
With Pocket	7.0	2	12.0	Gray				
With Pocket	7.0	2	12.0	Khaki				
With Pocket	7.0	2	12.0	Orange				
With Pocket	7.0	2	12.0	Navy				

FR SHORT-SLEEVE POLO SHIRT: No Logo							Cost/Size	
Description	oz. (≤)	HRC	cal/cm ² (≤)	Color	Manufacturer	Item #	Standard	Oversize
With Pocket	7.0	2	12.0	Blue				
With Pocket	7.0	2	12.0	Gray				
With Pocket	7.0	2	12.0	Khaki				
With Pocket	7.0	2	12.0	Orange				
With Pocket	7.0	2	12.0	Navy				

FR LONG-SLEEVE POLO SHIRT: No Logo							Cost/Size	
Description	oz. (≤)	HRC	cal/cm ² (≤)	Color	Manufacturer	Item #	Standard	Oversize
With Pocket	7.0	2	12.0	Blue				
With Pocket	7.0	2	12.0	Gray				
With Pocket	7.0	2	12.0	Khaki				
With Pocket	7.0	2	12.0	Orange				
With Pocket	7.0	2	12.0	Navy				

Bid No. B1783.23
Flame Resistant Clothing for HLD
Bid Submittal Form

The following information is required as part of your response to this solicitation.

REFERENCES: The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

Total Project Cost: _____

Date of Project: _____

2. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

Total Project Cost: _____

Date of Project: _____

Bid No. B1783.23
Flame Resistant Clothing for HLD
Bid Submittal Form

REFERNCES (Cont'd)

3. Project Name: _____

Client Name: _____

Client Phone Number: _____

Description of Work Performed: _____

Total Project Cost: _____

Date of Project: _____

