

Submit Responses Online using the City of Columbia's Bid Online Phone Number: (803)545-3470		CITY OF COLUMBIA INVITATION TO BID BIDDER ACKNOWLEDGEMENT	
Date: July 29, 2016		Bids will be opened at 10:00 A.M. on 8/11/16 and may not be withdrawn within 60 days after such date and time.	
Bid Title: Morning Pride Bunker Gear		Reason For No Bid:	
Vendor Name:			
Vendor Mailing Address:			
City-State-Zip:			
Telephone No:			
Fax No:			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the bid and certify that I am authorized to submit this bid. In submitting a bid to an agency of the City of Columbia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.		_____ AUTHORIZED SIGNATURE (MANUAL)	
		_____ AUTHORIZED SIGNATURE/TITLE (TYPED)	
		_____ E-MAIL ADDRESS	
General Conditions			
<p>Electronic Bids: All bids must be submitted using the Bid Online System. Bids not submitted on the Bid Online System may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.</p> <p>1. EXECUTION OF BID: Bid must be submitted online by an authorized representative.</p> <p>2. NO BID: If not submitting a bid, respond by indicating no-bid using bid online and explain the reason in the space provided for comments.</p> <p>3. BID OPENING: Shall be public on the date and at the hour specified on the bid. It is the bidder's responsibility to assure that his bid is submitted. Bids which for any reason are not so submitted may not be considered. Offers by telegram or telephone are not acceptable. A bid may not be altered after the opening of the bids. NOTE: Bid tabulation will be posted online under the tabulations section of bid online. Bid tabulations will not be provided by telephone.</p> <p>4. PRICES, TERMS, & PAYMENT: Firm prices shall be bid and shall include all packing, handling and shipping or delivery charges.</p> <p style="padding-left: 20px;">A. Discounts: Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.</p> <p style="padding-left: 20px;">B. Mistakes: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.</p> <p style="padding-left: 20px;">C. Condition & Packaging: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.</p> <p style="padding-left: 20px;">D. Safety Standards: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act, and any standards there under, as well as bearing Underwriters Laboratories labels where appropriate.</p> <p>5. MANUFACTURER'S NAME & APPROVED EQUIVALENTS: Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit with his bid, cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City Purchasing Agent.</p> <p>6. INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the bid opening. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by the City of Columbia in response to requests in full compliance with this provision</p>			

7. **CONFLICT OF INTEREST:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Columbia or any of its agencies. Further, all bidders must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

8. **AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical district basis and/or on a statewide basis with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

9. **SERVICE & WARRANTY:** Unless otherwise specified, the bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

10. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful bidder's item(s) may remain on file with the Purchasing Division for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Columbia.

11. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Item(s) may be tested for compliance with specifications under the direction of the Purchasing Division, or by other appropriate testing laboratories. The data derived from any tests for compliance with specifications are public record and open to examination. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in:

- A. Suppliers name being removed from the Purchasing Division's vendor mailing list.
- B. All City divisions being advised not to do business with the supplier without written approval from the Purchasing Division until such time as the supplier reimburses the City for all reprocurement and cover costs.

12. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

- A. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- B. Report damage (Visible and Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- C. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- D. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

13. **PATENTS & ROYALTIES:** The bidder, without exception, shall indemnify and hold harmless the City of Columbia and its employees from liability of any nature or 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 City of Columbia. If the bidder uses any design, device or materials covered by letters, copyright or patent, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in anyway involved in the work.

14. **PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City of Columbia. This shall also apply to all in-place equipment or rent or lease plans.

15. **CANCELLATION:** This contract, for the protection of both parties, may be cancelled in whole or in part by either party by giving thirty (30) days prior notice in writing to the other party.

16. **RENEWAL:** The Purchasing Division reserves the option to renew the period of this contract, or any portion thereof, for an additional contract period. Renewal of the contract period shall be by mutual agreement in writing.

17. **LIABILITY:** The supplier shall hold and save the City of Columbia, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

18. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any reasonable time with prior notice.

19. **LITERATURE & PRICE LIST:** The successful bidder must provide a copy of any product literature and price list in excellent quality.

20. **LICENSES AND PERMITS:** It shall be the responsibility of the successful bidder to secure any applicable licenses or permits necessary to do business in the City of Columbia.

21. Upon award to the vendor by the appropriate authority, the terms and conditions contained in the invitation to bid and any attached specifications or other documents attached thereto shall become the contract between the City of Columbia and the vendor.

22. Should funds not be appropriated by Columbia City Council during any of its fiscal years necessary to pay the City's monetary obligations under the contract, this contract shall immediately terminate, without further obligation by the City of Columbia.

23. If this invitation to bid is for professional services to be rendered by the vendor, the Addendum to the Invitation for Bids for Professional Services shall apply as if fully set forth herein verbatim

24. Protested solicitations and awards.

(a) Right to protest. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest, setting forth the grievance, shall be submitted in writing within five (5) days after such, aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of award of contract.

(b) Authority to resolve protests: The appropriate procurement officer shall have authority, prior to the commencement of an administrative review, as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, contractor or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be utilized in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the city.

(c) Decision. If the protest is not resolved by mutual agreement, the appropriate procurement officer shall promptly issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

(d) Notice of decision. A copy of the decision under subsection (c) of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

(e) Finality of decision. A decision under subsection (c) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance, to the city manager within 10 days of the decision. The protestant may also request an interview with the city manager.

(f) Request for review. The request for a review shall not stay the contract unless fraudulent.

SC ILLEGAL IMMIGRATION REFORM ACT

Chapter 14 of Title 8 of the SC Code of Laws (July 2008). By signing this offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the City of Columbia upon request any documentation required to established either: (a) that Title 8, Chapter 14 is inapplicable both to you and your subcontractors or sub-contractor; or (b) that you and your subcontractors or sub-contractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with their sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

An overview is available at www.columbiasc.net/purchasing

LOCAL BUSINESS ENTERPRISE PREFERENCE POLICY

Resolution R-2010-066 adopted and incorporated Local Business Enterprise Preference Policy into the City Procurement Regulations. Whereas, the City of Columbia has a significant interest in encouraging the creation of employment opportunities for residents and businesses located within the Columbia-Newberry Combined Statistical area ("CSA"). It is in the interest of the City of Columbia to give preference on eligible local projects to local business enterprises having a moderate degree of employment interchange within the CSA. To claim local vendor preference you must complete the Local Business Enterprise Qualification Statement and upload it with your bid using bid online. The Combined Statistical Area includes: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland, and Saluda.

An overview is available at www.columbiasc.net/purchasing

25. DRUG FREE WORK PLACE CERTIFICATION (COC DEC 2013): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

PURCHASING DIVISION
1136 WASHINGTON STREET 4TH FL.
COLUMBIA, S.C. 29201

I N V I T A T I O N F O R B I D S

Sealed bids for a Morning Pride Bunker Gear is subject to the conditions, and all provisions, etc., set forth herein and attached, will be received electronically using Bid Online until 10:00 (A.M.) August 11 , 2016 then publicly opened and read. The commodities must be furnished as described and specified and delivered to Fire Department Headquarters, 1901 Harden Street, Columbia, SC 29201.

All bid prices must include all costs of transportation and lodging to the required destination.

Bid No. 009-16-17 (MN)

By: *Michelle Novak*, Buyer
Michelle Novak

QUANTITIES/COMMODITIES, OR SERVICES	UNIT PRICE DOLLAR CENTS	TOTAL PRICE DOLLAR CENTS
80 Sets: Morning Pride Bunker Gear Per specifications herein	*\$ _____	\$ _____

*** Price is to be entered onto Bid Online. DO NOT include sales tax in the price.**

Note:

- 1. Bid response shall be submitted using Bid Online to include price and attachments. Vendor shall also mail and/or hand deliver pages 1, and 4-25 of bid package as well as all literature and specifications before bid opening. Package must clearly be marked BID #09-16-17 (MN) Morning Pride Bunker Gear delivered to City of Columbia, Procurement & Contracts Department, 1136 Washington Street, 4th Floor, Columbia, SC 29201.**
- 2. All questions must be submitted to Bid Online by August 4, 2015 at 10:00 A.M.**
- 3. All bids (pricing) must be submitted through Bid Online.**

NOTICE TO BIDDERS: Bids must be submitted online. Bids made otherwise will be subject to rejection. All taxes on any item that the City may be required to pay must be shown separately, not included in the price bid.

TERMS, CONDITIONS AND SPECIAL INSTRUCTIONS

FAILURE TO COMPLY WITH ANY OF THE FOLLOWING WILL RESULT IN REJECTION OF BID.

1. All prices shall be firm.
2. The City of Columbia reserves the right to adjust the quantities as needed according to decreases or increases in staffing or emergency needs.
3. The following quantities are projected: 80 sets before December 31, 2016.
4. The successful vendor shall be required to provide a local representative of their company to take measurements for each department employee or future employees. Measurements will be no additional cost to the City of Columbia.
5. Please return all fully completed pages (1, and 4-25) of this solicitation.
6. Bidders must submit pricing on the Unit Cost only on Bid-Online.
7. Bid pricing will be all inclusive. No other costs or charges will be accepted.
8. The award will be made to the lowest responsive and responsive offeror. Contract term will be for one (1) year through June 30, 2017 with one (1) additional option year if mutually agreed upon, not to exceed June 30, 2018.
9. All exceptions on pages 5-21 require written explanations.

**COLUMBIA FIRE & RESCUE
PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING
COAT AND PANT**

***ALL RESPONSIVE/RESPONSIBLE BIDDERS MUST MEET OR EXCEED THE REQUIREMENTS BELOW.**

1.0 PURPOSE AND SCOPE

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 bid.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

2.0 UNITS OF MEASURE

Current 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.

3.0 CERTIFICATION

The manufacturer must certify that the garments proposed in its bid 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.

The manufacturer shall be registered to ISO 9001, *Quality Management Systems – Requirements, 2000*

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

4.0 WARRANTY

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

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

5.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

6.0 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.

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 bar code that matches the corresponding garment liner.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

7.0 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.

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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

8.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

9.0 PATENT CONSIDERATIONS

The Bidder, 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 un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the Purchaser. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

10.0 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.

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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

11.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

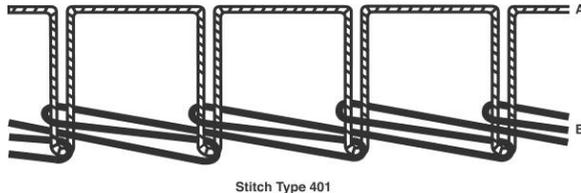
12.0 THREAD

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.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

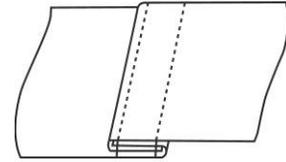
13.0 MAJOR A & B SEAMS

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 feld 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*



Seam Type LSc-2 (Modified)

Modified Seam Type LSc-2

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

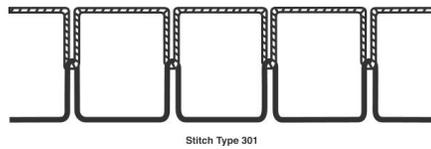
Also, all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell: Yes _____ No _____
For Thermal Lining: Yes _____ No _____
For Moisture Barrier: Yes _____ No _____

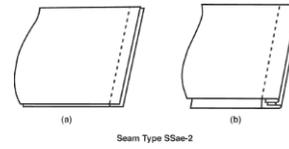
13.1 MINOR SEAMS

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



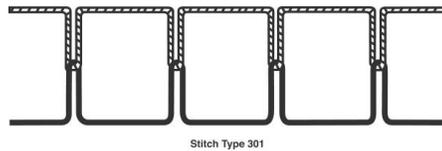
Seam Type SSae-2

As defined by ASTM D 6193-97, shown (a) before and (b) after required turning (b)

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

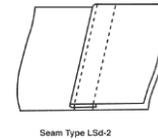
13.2 POCKETS

Flat garment pockets shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

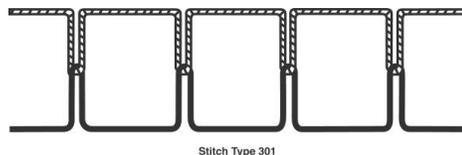
Lockstitch as defined by ASTM D 6193-97



Seam Type LSd-2

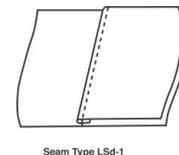
As defined by ASTM D 6193-97

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

Lockstitch as defined by ASTM D 6193-97



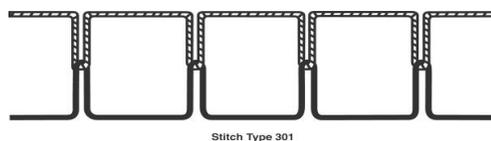
Seam Type LSd-1

As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

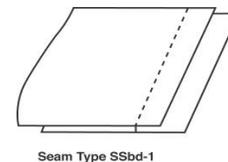
13.3 TRIM AND DANGER LABELS

Trim and DANGER labels shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



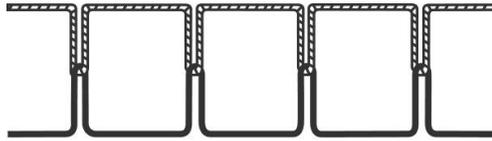
Seam Type SSbd-1

As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

13.6 SINGLE LAYER HEMMING AND FINISHING

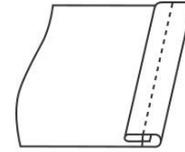
Single layer hemming and finishing shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Stitch Type Efb-1

Seam Type Efb-1

As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

14.0 POCKETS

When exterior pockets are specified, the following requirements shall apply to all such custom option specified exterior pockets:

All pockets and flaps shall be reinforced at the top corners with bar tack stitching.

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).

All pockets shall have a means to drain water and shall have a means of closure.

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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

15.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

16.0 POINTS OF STRESS

All points of stress shall be reinforced with sturdy bartacks. Rivets are not acceptable because of their potential for rust and electrical or heat conduction.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

17.0 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.

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

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.

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 Bidder must disclose those costs at the time of bid.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

18.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

19.0 HIGH TEMPERATURES THERMAL INSULATING MATERIALS EQUIREMENT

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:

- 1) Material shall remain intact and flexible
- 2) No portion of the material shall crack, crumble or flake

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

20.0 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.

The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, water wells, front coat facings, and reinforcement cushioning where applicable.

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.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

21.0 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 25 CCHR at 2 psi. with a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provide 25 CCHR at 8 psi.

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.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

22.0 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 fold 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.

Does Your Bid Comply With All Aspects Of This Section? Yes _____ No _____

23.0 APPLICABLE DOCUMENTS

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

<u>STANDARD</u>	<u>TITLE</u>
ASTM D 6193-97	Standard Practice for Stitches and Seams
NFPA 1500, Latest Edition	Standard on Fire Department Occupational Safety and Health Program
NFPA 1851, Latest Edition	Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles
NFPA 1971, Latest Edition	Standard on Protective Ensemble for Structural Fire Fighting

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

COAT

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

24.0 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".

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

25.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

26.0 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:

- Degree of slope on shoulders shall be no more than 20%.
- Hydraulic Butterfly sleeve patterning having built-in underarm bellow with 85-degree Lift Up Release Action shall be provided to minimize coat hem rise.
- Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
- Coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments.
- 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.
- 10-inch (25.4-cm) chest over-sizing shall be provided.
- Coat sweep measurements must be consistent with the chest over-size at the hem.
- 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.
- An alteration point at the hem that during manufacture allows the sweep dimension to be adjustable in two-inch (5.0cm) increments

<u>Chest Size</u>	<u>Standard Reach</u>
40 in (101.6 cm)	66 in (167.6 cm)
42 in (106.7 cm)	67 in (170.2 cm)
44 in (111.8 cm)	68 in (172.7 cm)
46 in (116.8 cm)	68 in (172.7 cm)

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

27.0 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. 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.

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. 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. The end of the garb 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.

The Grab Handle shall be constructed of soft and pliable Kevlar webbing meeting the following specifications:

Description	100% Kevlar Double Plain Weave
Width	1.75” (4.45 dm)
Thickness	0.064" ± 0.010" (.163 cm ± .0254 cm)
Tensile	5,000 lb minimum (22.24 kN)

To facilitate comfort and safety the free-floating loop shall be constructed of soft and pliable Kevlar rope meeting the following specifications:

Description	100% Kevlar Tubular Plain Weave - Natural
Width	.038” (.097 cm)
Thickness	0.144" ± 0.005" (.366 cm ± .013 cm)
Tensile	3500 lb minimum (15.57 kN)

Rescue Strap shall be sewn with Kevlar thread

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

28.0 **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. 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. 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. 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

29.0 **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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

30.0 **COAT CERTIFICATION LABEL ON SHELL**

The coat label on the shell shall be affixed in a conspicuous location once the liner is removed.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

31.0 **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. 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

32.0 **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 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

33.0 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, lockstitched to the coat. Webbing is not acceptable.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

34.0 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 feld and double stitched for maximum.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

35.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

36.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

37.0 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. 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

38.1 COMPOSITE MATERIALS

The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.

38.2 OUTER SHELL- PBI Max

7 oz Comfort Twill; 65% Kevlar, 35% PBI – Black

38.3 THERMAL LINING- Glide

7.4 oz - 86% Kevlar Filament, 14% Nomex /FR Rayon Spun Yarn; 2 Layers E89 (Berry Compliant)

38.4 MOISTURE BARRIER- StedAir 4000

3.2 oz/yd² woven Nomex containing 2% carbon fibers, laminated to a PTFE membrane (Berry Compliant)

Does Your Bid Comply With All Aspects of This Section?

For Outer Shell: Yes _____ No _____
For Thermal Lining: Yes _____ No _____
For Moisture Barrier: Yes _____ No _____

39.0 COAT CUSTOM OPTIONS 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.

- Trim -(4) NEW YORK -lime 2-tone Scotchlite (3") Trim
- double stitched
- Back Patch - PBI Max - Black
- <COLUMBIA> 8 -3" sewn letters -lime Scotchlite-Hem
- Patch w/Velcro - PBI Max - Black
- FF LAST NAME only (1st INITIAL when specified) - avg. 7 3" Sewn Lime Scotchlite letters – (Ok to use 2" letters to fit)\
- 1.5" Velcro/Zipper Coat Closure
- Comfort Nomex Collar- Hang-up Loop/Top Layer Collar/Chinstrap LTO
- Comfort Chinstrap
- Black Knit Material on Comfort Chinstrap
- Dead Air Panels Extended
- Coat Cuffs - Leather - Black
- Half Hi Bellows Pockets - PBI Max - Black - 7" x 9" x 1.5"
- Lined with Kevlar
- Handwarmers behind Bellows Pockets - Fleece
- Mic Tab - PBI Max - Black - left chest - 0.5" x 2.5"
- Align top of mic tab with top of shield - as close to shield as possible
- Large Hook on a Patch- PBI Max - Black - right chest
- Radio Pocket - PBI Max - Black - left chest - 9 x 3.5 x 2

Place as close to shield as possible - Trim Aligned 1.5" above Bottom of Pocket
Sub Wristlets-Long with turned thumbhole -Nomex – black

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

PANTS

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

40.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

41.0 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

42.0 PATTERNING REQUIREMENTS

To assure maximum freedom of movement and reduced kinetic resistance with minimum garment weight and bulk, the pants patterning shall:

- Incorporate hydraulic, swivel action leg-to-torso interfaces.
- Incorporate an oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no “in-crotch” seaming.
- 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.
- That the diamond extend 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.
- 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.
- Provide for an alteration point at the hips so that during manufacture the hip dimension can be adjustable in two-inch (5.0cm) increments

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

43.0 SUSPENDER BUTTONS

Eight (8) heavy duty, rust-resistant suspender buttons shall be positioned around the waist. Suspender buttons shall be mounted through waistband of triple layer outer shell material that is

internally reinforced with an additional band of coated needlepunch aramid.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

44.0 **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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

45.0 **PANT CERTIFICATION LABEL ON LINER**

The pant certification label on the liner shall be affixed to the inner left hip area of the liner.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

46.0 **PANT CERTIFICATION LABEL ON SHELL**

The pant label on the shell shall be affixed to the facing at the fly.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

47.0 **FLY FRONT**

The outer shell fly shall be lockstitched 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.

Does Your Bid Comply With All Aspects of This Section? Yes _____No_____

48.1 **COMPOSITE MATERIALS**

The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.

48.2 **OUTER SHELL- PBI Max**

7 oz Comfort Twill; 65% Kevlar, 35% PBI - Black

48.3 THERMAL LINING- Glide

7.4 oz - 86% Kevlar Filament, 14% Nomex /FR Rayon Spun Yarn; 2 Layers E89 (Berry Compliant)

48.4 MOISTURE BARRIER- StedAir 4000

3.2 oz/yd² woven Nomex containing 2% carbon fibers, laminated to a PTFE membrane (Berry Compliant) Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell: Yes _____ No _____
For Thermal Lining: Yes _____ No _____
For Moisture Barrier: Yes _____ No _____

49.0 PANT CUSTOM OPTIONS 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.

Trim -(7) NFPA -lime 2-tone Scotchlite (3")

Trim -double stitched

Angled Cuffs - PBI Max - Black Pant

Cuffs - Leather - Black

BiFlex Heat Channel Knees - Advance - Black

Horizontal Strips in BiFlex knees to be Arashield - Black

Take Up Straps - 2 Postman - PBI Max - Black

Bellows Pockets - PBI Max - Black - 9" x 9" x 1.5"

Full Kevlar Lined

Dyna-Fit Suspenders w/ Quick Adjust Installed

Suspender Padding

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

50.0 Delivery Requirements

It is required the successful bidder deliver completed sets of protective jackets and trousers for emergency orders within no more than 7 days, standard orders no more than 45 to 55 days, and recruit academy classes no more than 30 calendar days from the date of orders being placed.

Does Your Bid Comply With All Aspects of This Section? Yes _____ No _____

Optional Future Ordering Agreement

The City of Columbia reserves the right to purchase additional quantities of the Morning Pride Bunker Gear in the future at the stated bid unit price and in accordance with the governing terms and conditions herein.

By acknowledgement below, any bidder awarded a contract also agrees to honor the per unit bid price(s) submitted below or negotiate lower pricing on any subsequent purchases made by the City of Columbia prior to June 30, 2016. The City of Columbia does not guarantee that any specified items or quantities will be ordered during the term. The City may also elect to bid separately any future requirements for the same item and/or large quantities of items or equipment covered by this contract.

Failure to accept or reject this Optional Future Ordering Agreement will not be a determining factor in making this award.

_____ Accept(*) _____ Reject

***If you accept Future Ordering terms, please complete Acknowledgement Below.**

ACKNOWLEDGEMENT

I, _____(name/title), have read and understand the above statement/agreement and agrees to abide by its terms and conditions.

Company Name

Name of Authorized Agent

NONCOLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Columbia, S.C.** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

City of Columbia
Qualification Statement
Local Business Enterprise (LBE)
(DEPARTMENT OF UTILITIES & ENGINEERING)

Revised 1.10.14

By checking all boxes below, I certify that **My Company** meets all of the following qualifications to be eligible for the local vendor preference. I understand qualifications **will** be researched and verified by the Compliance Team. The City reserves the right to audit the company's qualifications for the local vendor preference as the City deems necessary and re-certify the company at least once every four years. A company must be certified PRIOR to bid openings. Yes, my company:

Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. Company owner **must** provide document verification of local residency. (Copy of driver's License, utility bill, most current individual or corporate state and/or federal tax return).

Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses).

Has a business license in one of the 7 counties making up the CSA jurisdiction.

Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).

7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.

Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit with this Qualification Statement - - *Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.)*

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration the LBE firm may submit documentation to re-certify.

Company Name: _____
Address: _____ **Type of Products or Services:** _____
Please self-identify ownership as one: Minority ___ **Women-owned** ___ **Other** (tracking purposes only)
Current Business License Number: _____ **County?** _____
Phone Number: _____ **Email:** _____ **COC Vendor #** _____

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions.

Owner's Name: _____ (Print) _____ (Signature)
NOTARY - Sworn to before me this _____ **day of** _____ **20** _____
Notary Public for the State of _____ **My Commission Expires:** _____
Notary Name: _____ (Print) _____ (Signature)

Please submit this **ORIGINAL** document to:
Department of Utilities and Engineering
Attn: LBE Administrator / Team
PO Box 147 / 1136 Washington Street, 5th Floor
Columbia, SC 29217

Tel: (803) 545 3369
Fax: (803) 545-4130
Email: agdriggers@columbiasc.net

Qualified / Not Qualified: _____ **Date:** _____
(Compliance Authorized Signature)

AFFIRMATIVE ACTION UTILIZATION GOALS

INCLUDING LABOR SURPLUS UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Small, Minority and Women-owned Business Enterprise (SMWBE) under the contract. This form includes federally required Labor Surplus Utilization efforts. Attach additional sheets if necessary.

If you are a SBE, MBE WBE, or other type of disadvantaged business enterprise, please check one of the following boxes:

SBE MBE WBE Other _____

1. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract or agreement is awarded to your firm. (If you do not intend to subcontract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE Participation Percentage** to be subcontracted _____%

Total **MBE Participation Percentage** to be subcontracted _____%

Total **WBE Participation Percentage** to be subcontracted _____%

Total **Other DBE Participation Percentage** to be subcontracted _____%

2. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this agreement, please state your reasons and use an additional page if needed:

LABOR SURPLUS UTILIZATION PLAN

In accordance with federal requirements, the City also encourages the use of firms located in labor surplus areas. A Labor Surplus area is an area designated by the Secretary of Labor as having concentrated unemployment or underemployment in comparison with other areas. Used as one of the criteria for designating economically disadvantaged vendors/suppliers. If your business is located in a labor surplus area, please check here:

Define the LSA here _____

The City anticipates that this effort will be continued to the maximum extent practicable throughout the life of the contract or agreement. Any changes or modification to the contract/ agreement will include, at a minimum the same proposed goals included in the negotiated agreement/contract.

The goals provided by the Successful Offeror shall be incorporated into the final contractual agreement between the parties or as amended through final contract negotiations.

By submitting this Exhibit, the respondent certifies he/she is an authorized representative of the company, understands and will comply with all requirements herein in any awarded action.

Signature

Date

(Print Name)

Business Name

TERMS & CONDITIONS

A. Time for Receiving Bids

Bids received prior to the time of opening will be securely kept, unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered. No responsibility will be attached to the owner for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic and fax bids will not be considered.

B. Withdrawal of Bids

Bids may be withdrawn on written bids prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

C. Bidders Present

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and the general public. Bidders will not be permitted to examine the bids until award is made.

D. Alternate Bid

Any Bid which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Bids and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

E. Ambiguous Bids

Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

F. Bid Opening Delay

If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day. [Also see Z. Force Majeure.]

G. Sales Tax and/or Use Tax

Bidders shall exclude in amounts bid payment of state sales tax and/or tax on all taxable materials to be furnished. Tax shall be shown as a separate figure. Tax will be added to your bid amount.

H. Assignments

No contract may be assigned, sublet, or transferred without a written consent of the purchaser.

I. Manufacturers Brochures and Specifications Data

Bidders shall submit manufacturer's brochures and specifications data as parts of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

J. Default

In case of default, the Purchaser reserves the right to purchase any or all items on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids of the defaulting contractor shall be considered until the assessed charges have been satisfied.

K. Venue

Bidder acknowledges and agrees that venue of any litigation commenced by the City of Columbia which pertains to this Invitation to Bid or performance of any Bidder's obligation, if awarded the contract by the City of Columbia, shall be in Richland County, South Carolina.

L. All responses to Request for Bids should be made on forms provided with bid package.

M. Ethics

Vendor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

N. Non-Discrimination in Contracting Policy

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for program work.

O. Manufacturer's Name & Approved Equivalents

Any manufactures names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Bidder shall submit with his proposal cuts, sketches and descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. The City Columbia reserves the right to determine acceptance of item(s) as an approved equivalent. Proposals, which do not comply with these requirements, are subject to rejection. Proposals lacking any written indication of intent to submit with an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form. The Division of Purchasing is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order issued and signed by the City Purchasing Agent.

P. Exceptions

Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled "Exceptions", and agreed to in writing by the City of Columbia.

Q. Indemnification

The respondent will agree to indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officers, agents and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney's fees for an appeal. The respondent will also agree to promptly notify the City of any civil or criminal actions filed against the respondent or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

R. Breach/Waiver

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

S. Severability

In the event that any provision of the contract is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

T. Successorship

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.

U. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney's fees and the respondent agrees to pay such fees as awarded by the Court or other body. No attorney's fees may be sought by nor will be paid to the respondent.

V. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

W. Licenses, Permits and Taxes

It shall be the responsibility of the contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work. All costs for required permits, licenses and taxes shall be borne by respondent. Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

X. Termination

The City may terminate the contract at any time upon any of the following grounds: 1) Failure by the City to appropriate funds in its budget to pay the respondent for the requested service; 2) The respondent fails to perform any of the services required in the contract, and does not correct such deficiency within fifteen (15) days after having been notified of such deficiency by the City; 3) force majeure; 4) Upon expiration of the term of the agreement; 5) by mutual agreement; and 6) For the convenience of the City, at the City's discretion, for any reason whatsoever deemed to be in the best interests of the City. In the event that the contract is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the contract is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor shall be entitled to payment as follows: the

actual cost of the work completed in conformity with the agreement plus ten percent (10%) for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of termination of the agreement. The contractor shall not be entitled to any claim against the City for any additional compensation or damages in the event of such termination and payment.

Y. Protest Procedures

Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.

1. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.
2. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.
3. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.
4. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.
5. Request for review. The request for a review shall not stay the contract unless fraudulent.

Z. Force Majeure

Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts

of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

Revised September 18, 2015