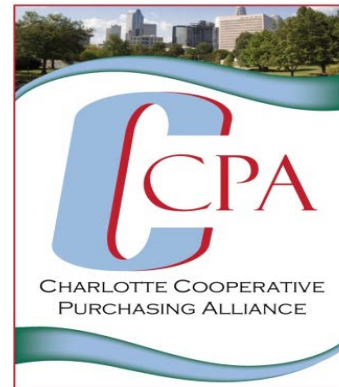


INVITATION TO BID
FIREFIGHTING TURNOUT GEAR

ITB # 269-2020-031



CITY OF CHARLOTTE
MECKLENBURG COUNTY
NORTH CAROLINA

JANUARY 27, 2020

CITY OF CHARLOTTE
DEPARTMENT OF GENERAL SERVICES- CITY PROCUREMENT
600 EAST FOURTH STREET, 9TH FLOOR
CHARLOTTE, NORTH CAROLINA 28202
(704) 336-2256

Date: **January 27, 2020**

Bid Number: **269-2020-031**

Subject: Invitation to Bid on the following apparatus, supplies, materials, equipment and/or services for:

FIREFIGHTING TURNOUT GEAR

The City of Charlotte, on behalf of itself, South Carolina entities to include Beaufort County, Buffalo-Mt. Pisgah Fire Department, Burton Fire District, Cherokee Springs Fire Department, City of Charleston, City of Greenville, City of Greer, City of Marion, City of Mullins, City of Myrtle Beach, City of North Myrtle Beach, City of Spartanburg, City of West Columbia, County of Lexington, Darlington County, Duncan Fire Department, Florence County, Georgetown County, Horry County, Lancaster County, Oconee County, Richland County School District One, Rock Hill School District Three, Surfside Beach Fire Department, Town of Aynor, Town of Pamplico, and Ware Shoals Fire Department, and all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, Tennessee, Texas, Virginia, Washington, West Virginia, and Wisconsin is accepting Bids for Firefighting Supplies to satisfactorily support the City, and other public agencies supported under this contract. This Invitation to Bid (the "ITB") issued on behalf of the Charlotte Cooperative Purchasing Alliance (CCPA) through group purchasing clause, which provides that any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges, and universities, both public and private), state, other government agency or nonprofit organization may purchase Products and Services through this contract. Therefore, respondents to this ITB must give due consideration to the potential market. The requirements for submitting a Bid are stated in the following ITB. Please review them carefully.

A Pre-Bid Conference for the purpose of reviewing the Invitation to Bid and answering questions regarding the Project will be held on **February 4, 2020**, at **2:00 p.m. ET** at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, City Procurement, Room 986 (9th floor large conference room), Charlotte, North Carolina 28202. You are encouraged to attend and to bring a copy of the ITB with you at that time. Bidders are permitted to dial 704-336-5485 to attend via teleconference.

Sealed Bids for the above will be received at the Department of General Services, City Procurement, which is located at Charlotte-Mecklenburg Government Center, 600 East Fourth Street, 9th floor, Charlotte, North Carolina 28202, until **11:00 a.m. ET** on **March 26, 2020**, at which time they will be opened and publicly read.

Instructions for the preparation and submission of a Bid are contained in the attached packet. Please read them carefully. If you do not desire to offer a Bid, we ask that you let us know by signing in the appropriate space on the Bid Response Form, and returning it to us, according to the instructions found in Section 1.6. Otherwise, your name may be removed from our list of potential Bidders considered for future participation.

Any changes to the terms, conditions or specifications stated in this ITB will be documented in a written addendum, issued by City Procurement. These addenda will be posted on the Internet at www.ips.state.nc.us, the City's Contract Opportunities site at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> and/or <https://ncadmin.nc.gov/businesses/hub/events> and may be accessed at these websites by searching for Bid number **269-2020-031**. Each Bidder is required to acknowledge receipt of all addenda using the space

provided on the enclosed Bid Response Form. Please note that we may not consider any Bid that fails to acknowledge receipt of each issued addendum.

A response from your Company to this ITB would be appreciated. Questions should be submitted in writing to **Shiela Bailey** at shiela.bailey@charlottenc.gov.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: ITB Project File

Checklist for Submitting a Bid:

Step 1-Read the document fully.

Step 2-If you plan to submit a Bid, please fax or email Form 1 in Section 4 to the number or email address listed on the form.

Step 3-If you have any questions, send them before the deadline listed in Section 1.10.

If you plan to submit a Bid, you must follow this checklist and must include everything detailed below.

Bid Original and Copies - Please provide the specified number for each format:

- 1 (One) Copy marked "Original" in a sealed, non-transparent envelope that includes the Bidder's name, the Bid number, and identification of the equipment, supply and/or service for which the Bid is submitted
- 1 (One) Copy on flash drive

Bid Format - Bids should be formatted as follows:

- Section 4, Form 2, Bid Submission Form**
- Section 4, Form 3, Addenda Acknowledgment Form**
- Section 4, Form 4, Exceptions Form**
- Section 4, Form 5, Pricing Sheet**
- Section 4, Form 6, Non-Discrimination Provision**
- Section 4, Form 7, References**
- Section 4, Form 8, Certification Regarding Debarment, Suspension and Other Responsibility Matters**
- Section 4, Form 9, Byrd Anti-Lobbying Certification**
- Section 4, Form 10, CCPA Plan**
- Section 4, Form 11, Licensed Distributor Letter**

The above items constitute all that must be included in the Bid package. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Section 34 of the Sample Contract in Section 5.

It is the Company's responsibility to check www.ips.state.nc.us, the City's Contract Opportunities site at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx> and/or <https://ncadmin.nc.gov/businesses/hub/events> for any addenda or changes to this Project. Search for Bid # 269-2020-031 to find if any documents or changes have been posted.

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INSTRUCTIONS TO BIDDERS

1.1. Review and Comply

Each reference to this Invitation to Bid (“ITB”) includes all components listed in the Table of Contents above. Please review each of them carefully. Bidders will be held accountable for having full knowledge of the contents of this ITB and for performing any due diligence that may be necessary to submit a binding Bid.

1.2. Definitions:

Addendum:	Refers to any and all modifications or additions to this Invitation to Bid that are issued in writing by City Procurement.
ASTM:	Refers to the American Society for Testing and Materials
Administrative Fee:	Refers to a fee paid to the City of Charlotte for all expenditures made by the City and Participating Public Agencies per Section 3.
Bid:	A bid submitted in response to this Invitation to Bid. A Bid shall be submitted using the Bid Response Forms included in Section 4 of this ITB.
Bid Response Forms:	The forms that a Bidder is required to complete and return as its Bid, as included in Section 4.
Bidder:	A person or entity that submits a Bid.
CBI:	Refers to the Charlotte Business INclusion office of the City of Charlotte.
CCPA:	Refers to the Charlotte Cooperative Purchasing Alliance.
CFD:	The Charlotte Fire Department.
City:	Refers to the City of Charlotte, North Carolina.
CLT:	Refers to the City of Charlotte.
Company:	During the solicitation process, refers to a company that has interest in providing the Products and Services. After the solicitation process, refers to a company that enters into a Contract with the City for all or part of the Products and Services covered by this ITB.
Contract:	A contract under which a Bidder agrees to provide all or part of the Products and Services to the City. A Contract shall include the Terms and Conditions set forth in Section 5 of this ITB, together with all attachments referenced therein.
CSA:	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of: (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York. The CSA is a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
Environmentally Preferable Products:	Products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials

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	acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
MBE:	Minority-owned Business Enterprise; Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
NFPA:	Refers to the National Fire Protection Association.
Participating Public Agency:	Refers to a public entity, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization.
Post-Consumer Recycled Material:	Material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
Procurement:	The City of Charlotte's Department of General Services - City Procurement.
Products:	All products that the Bidder agrees to provide to the City as part of its Bid.
Recyclability:	Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
Recycled Material:	Material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
SBE:	Small Business Enterprise; Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
Services:	All services that the Bidder agrees to provide to the City as part of its Bid, including but not limited to training, warranty and maintenance.
Specifications:	Written description of the functions or features of the Products and Services for which the City seeks bids, as shown in Section 3.

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Instructions to Bidders

Terms and Conditions: The City’s standard contractual terms and conditions as set forth in Section 5.

WBE: Woman-owned Business Enterprise; Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.

1.3. Schedule:

The following chart shows the schedule of events for each prospective Bidder. The key event and deadlines for the bidding process are as follows:

DATE	EVENT
January 27, 2020	<i>The City will issue ITB.</i>
February 4, 2020	<i>Submission of Written Questions Prior to Pre-Bid Conference.</i> Prospective Bidders are permitted to submit written questions, for purposes of clarifying this ITB. All submissions must be pursuant to the instructions in Section 1.10. Questions are due by 2:00 p.m. on February 4, 2020.
February 4, 2020	<i>Non-Mandatory Pre-Bid Conference.</i> Conference to be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 9th Floor Conference Room 986. Meeting will be held at 2:00 p.m.
February 12, 2020	<i>Notice of Alternates.</i> Prospective Bidders shall submit <u>notice</u> of alternates in lieu of specified brand no later than 2:00 p.m. on February 12, 2020 per Section 1.23.
February 26, 2020	<i>Sample Submissions Due.</i> Prospective Bidders shall submit samples of alternate brands only specified in Section 1.22 with appropriate documentation no later than February 26, 2020 at 11:00 a.m. Late submissions shall not be accepted.
February 28, 2020	<i>Inspection of Samples:</i> Vendors must notify Shiela Bailey in writing no later than 11:00 a.m on February 28, 2020 if they desire to inspect samples per Section 1.24.
February 26, 2020 – March 11, 2020	<i>Initial Evaluation of Samples.</i> All samples will be tested and evaluated per Section 1.25.
March 12, 2020	<i>Notice of Approved Alternates.</i> City will issue notice to all Prospective Bidders of samples approved from testing and evaluation along with a revised pricing sheet of the approved alternates.

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DATE	EVENT
March 19, 2020	<i>Final Submission of Written Questions.</i> Final questions due no later than 2:00 p.m. Questions submitted after this time cannot be guaranteed to be answered by the bid submission deadline.
March 26, 2020	<i>Bid Submission & Opening.</i> Bids are due by 11:00 a.m. on March 26, 2020, at the City Procurement, CMGC 9 th Floor. All Bids will be time-stamped upon receipt and held in a secure place until this date. All Bids will be opened and publicly read aloud in the Large Conference Room 986. Late submissions will not be accepted.
March 27, 2020 – April 9, 2020	<i>Bid Evaluation.</i>
May 26, 2020	City Council will consider contract award recommendation.
May 26, 2020	<i>Contract Effective Date.</i> Company will begin providing the specified Fire Turnout Gear to the City of Charlotte.
May 28, 2020	<i>Post Award Meeting.</i> City and Company will meet to discuss the performance of the new Contract. Meeting will be held at the CMGC 9 th Floor Large Conference Room 986.

1.4. Contract Documents:

Each Bid constitutes an offer to become legally bound to a Contract with the City incorporation the ITB and the Bidder’s Bid. Upon Contract award by City Council, the City will send the successful Bidder the Contract, which shall consist of the Terms and Conditions contained in Section 5 on this ITB, together with all attachments referenced therein.

1.5. Exceptions:

Each Bid submitted in response to this ITB constitutes a binding offer to comply with all terms, conditions, special conditions, specifications, and requirements stated in this ITB (including but not limited to the Terms and Conditions), except to the extent that a Bidder takes exception to such provisions in the manner required by this Section. To take exception to a provision of this ITB, the Bidder must clearly identify in Section 4, Form 2 of the Bid Response Forms each of the following: (1) the number and title of each section of this ITB that the Bidder takes exception to; (2) the specific sentence within such section that the Bidder takes exception to; and (3) any alternate provision proposed by the Bidder. Bidders are reminded that a material variance from the terms of this ITB may result in the Bid being rejected by the City.

1.6. Multiple/Alternate Bids:

No Bidder shall submit more than one (1) Bid unless multiple or alternate Bids are requested in the Special Conditions. Unless specifically stated in the Special Conditions, any multiple or alternate Bids must be brought to the City's attention either during the Pre-Bid Conference or submitted in writing at least five (5) days prior to the opening of the Bid.

1.7. How to Prepare Bid Responses:

All bids shall be prepared as follows:

- Complete the Bid Response Forms provided in Section 4 of this ITB. Bid responses must be submitted only on these forms.
- Bid responses must be typewritten or completed in ink, signed by the Bidder or the bidding firm's authorized representative. All erasures or corrections must be initialed and dated by the person who signs the Bid Response Form on behalf of the Bidder.
- Bids must be accompanied by accurate descriptions of the exact materials, supplies, vehicles, and/or equipment offered for purchase. The Specifications may require that copies of detailed factory specifications, ratings, technical data, etc. be submitted along with the Bidder's response package.

1.8. How to Submit Bid Responses:

All Bidders shall:

- Submit their Bid in a sealed opaque envelope with the following information written on the outside of that envelope:
 - The Bidder's company name;
 - The Bid number, as indicated on the cover letter to this ITB; and
 - Identification of the equipment, supply and/or service for which the Bid is submitted, as indicated at the top of the cover letter to this ITB.
- Mail or Deliver one (1) unbound original Bid signed in ink by a company official authorized to make a legal and binding offer and one (1) electronic copy on flash drive in a searchable PDF format to the address listed below, to be received no later than **March 26, 2020 at 11:00 a.m. ET**. The original Bid shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information. When received, all Bids and supporting materials, as well as correspondence relating to this ITB, shall become the property of the City.

Please be advised that the electronic copy on flash drive must be identical to the unbound original. The flash drive is for evaluation purposes only and will not be accepted as the official original Bid. The original Bid signed in ink by a company official must be submitted to be considered a responsive and valid Bid. Bids sent by facsimile will not be accepted.

Mail or deliver Bid packages to:

Charlotte-Mecklenburg Government Center
Department of General Services - City Procurement
600 East Fourth Street, 9th Floor
Charlotte, NC 28202
Attn: **SHIELA BAILEY**

Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC) sealed boxes may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place if delivering your Bid in person to the CMGC.

Bids not received by the time and date specified in the Cover Letter of this ITB will not be opened or considered, unless the delay is a result of the negligence of the City, its agents, or assigns.

Note that the Bid opening date listed above is based on the assumption that one or more Bidders will submit samples of alternate products for evaluation by the City. In the event no samples are submitted, or in the event the evaluation does not require as much time as anticipated, the City may move up the Bid opening date by issuing a written addendum to this ITB. The City reserves the right to change the Bid opening date, or any other dates relevant to this procurement process, at any time in its sole discretion.

1.9. Trade Secrets and Personal Identification Information:

Definition

Upon receipt by City Procurement, all materials submitted by a Bidder (including the Bid) are considered public records except for: (1) material that qualifies as “trade secret” information under N.C. Gen. Stat. § 66-152 et seq. (“Trade Secrets”), or (2) “personal identification information” protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver’s license numbers (“Personally Identifiable Information” or “PII”).

Instructions for Marking and Identifying Trade Secrets

If any Bid contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified in accordance with this Section by clearly separating them from the rest of the Bid. For hard copy documents, it must be submitted in a separate, sealed envelope, marked either “Personally Identifiable Information – Confidential” or “Trade Secret—Confidential and Proprietary Information.” For electronic submissions, it must also be submitted on a separate CD or flash drive. In both hard copy and electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

Availability of Bids to City Staff and Contractors

By submitting a Bid, each Bidder agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who assist in the selection process or who are hired or appointed by the City to assist in the selection process.

Availability of Bids via Public Records Requests

Any person or entity (including competitors) may request Bids submitted in response to an ITB. Only those portions of ITBs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Bid or other materials submitted by a Bidder is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Bids may not be marked as Trade Secret; and
- Pricing may not be marked as Trade Secret.

The City may disqualify any Bidder that designates its entire Bid as a Trade Secret or PII, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Bidder agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Bidder has designated as a Trade Secret or PII. This includes an obligation on the part of the Bidder to defend any litigation brought by a party that has requested Bids or other information that the Bidder has marked Trade Secret or PII.

1.10. Questions:

There are two (2) ways to ask questions about this ITB: (1) submit a question in writing to Shiela Bailey at the email address listed below; or (2) ask a question at the Pre-Bid Conference (if one is scheduled). Other than these permitted questions, Bidders should refrain from contacting City staff

prior to the Bid opening date. **The City is not bound by any statements, representations or clarifications regarding this ITB other than those provided in writing by the Procurement Officer.**

SHIELA BAILEY

ITB # 269-2020-031

Charlotte-Mecklenburg Government Center
Department of General Services - City Procurement
600 East Fourth Street, 9th Floor
Charlotte, North Carolina 28202
Phone: 704-336-8084
Fax: 704-632-8518
E-mail: shiel.bailey@charlottenc.gov

Questions should reference the ITB page and topic number. Questions must be submitted by **2:00 p.m. ET on February 4, 2020**

The City will post answers to questions posed by prospective Bidders and/or general information concerning this ITB in the form of an addendum to the ITB on the Internet at www.ips.state.nc.us, the City's Contract Opportunities site at <https://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>, and/or <https://ncadmin.nc.gov/businesses/hub/events>. ITB information can be accessed at the website by searching for Bid number **269-2020-031**. **It is the responsibility of the prospective Bidder to check the website for any addenda issued for this ITB.**

A Pre-Bid Conference for the purpose of reviewing the ITB and answering questions regarding the Project will be held on **February 4, 2020 at 2:00 p.m., ET** at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, City Procurement, Room 986 (9th floor large conference room), Charlotte, North Carolina 28202. You are encouraged to attend and to bring a copy of the ITB with you at that time. Bidders are permitted to dial 704-336-5485 to attend via teleconference.

1.11. How to Submit an Objection Relating to This Invitation to Bid:

When a Pre-Bid Conference is scheduled, Bidders should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled Pre-Bid Conference.

When a Pre-Bid Conference is not scheduled, Bidders must submit objections in writing at least ten (10) days prior to the opening of the Bid.

Except for objections raised at the Pre-Bid Conference, all objections must be in writing directed to the Procurement Officer designated in the preceding section.

Failure to object in the manner specified above shall constitute a waiver of any objections the Bidder may have to the terms of this ITB, or anything that occurred in the Bid process through the end of the Pre-Bid Conference.

1.12. Binding Offer:

Each Bid shall constitute a firm offer that is binding for one hundred twenty (120) calendar days from the date of the Bid opening.

1.13. Errors in Bids:

Withdrawal of inadvertently erroneous Bids may be permitted where appropriate, if the request is submitted to the City within seventy-two (72) hours after Bid opening, not including Saturdays, Sundays, and other days the Charlotte-Mecklenburg Government Center is not open to the public

for business. A request for withdrawal must be made in writing directed to Shiela Bailey. Consideration of a request to withdraw a bid will be made in accordance with N.C. Gen. Stat. § 143-129.1.

In case of Bidder errors calculating “extended” prices stated in a Bid, the unit prices shall govern.

1.14. City’s Rights and Options:

The City reserves the following rights, which may be exercised at the sole discretion of the City of Charlotte:

- to supplement, amend, substitute or otherwise modify this ITB at any time;
- to cancel this ITB with or without the substitution of another ITB;
- to take any action affecting this ITB, this ITB process or the Products or Services subject to this ITB that would be in the best interests of the City;
- to issue additional requests for information;
- to require one or more Bidders to supplement, clarify or provide additional information in order for the City to evaluate the Bids submitted;
- to conduct investigations with respect to the qualifications and experience of each Bidder;
- to change the Bid opening date or any other dates relevant to this ITB;
- to waive any defect or irregularity in any Bid received;
- to reject any or all Bids;
- to award all, none, or any part of the items that is in the best interest of the City, with one or more of the Bidders responding, which may be done with or without re-solicitation; and
- to enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Bidders responding.

1.15. Bids on All or Part:

Unless otherwise specified by the City or by the Bidder, the City reserves the right to make award on all or part of the items to be purchased. Bidders may restrict their bids to consideration in the aggregate by so stating in the Bid. However, Bids restricted to consideration in the aggregate must also include a unit price on each item Bid.

1.16. Invitation to Bid Not an Offer:

This ITB does not constitute an offer by the City. No recommendations or conclusions from this ITB process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

1.17. Charlotte Business INclusion Program:

Pursuant to Charlotte City Council’s adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City’s contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City-funded contracts at both the Prime and Subcontract level. For MWSBE participation to

count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

1.18. Equal Opportunity:

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the products and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Bidders regardless of race, color, religion, age, sex, and national origin or disability.

1.19. No Collusion or Conflict of Interest:

By responding to this ITB, the Bidder shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Bidder submitting a separate response to this ITB, and is in all respects fair and without collusion or fraud.

Bidder shall also be deemed to have represented and warranted that none of Bidder's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Bidder.

1.20. Anti-lobbying Provision:

Maintaining the integrity of its ITB process is of paramount importance for the City. To this end, we ask each Bidder's cooperation in voluntarily refraining from contacting any members of the Charlotte City Council until the award of this Contract is presented to them for approval.

1.21. Certified Test Report:

If the Specifications or Special Conditions require a certified test report, Bidders shall provide such report at their expense, prior to or with their sealed Bids. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory and shall show all test results and full compliance with the applicable Specifications.

1.22. Brand Name:

If and whenever brand names, makes, names of manufacturers, trade names, Bidder catalogs or model numbers are stated in this ITB, they are for the purpose of establishing a grade or quality of material. The City will evaluate any approved alternates to specified brand names as provided in Section 1.22-1.23 of this ITB except for items identified in Section 3 as Products for which no substitute is acceptable.

1.23. To Submit a Proposed Alternate Product In Lieu of a Specified Brand:

A Bidder that desires to submit a proposed alternate Product in lieu of a brand specified in Section 3 of this ITB (referred to as an "Alternate") must notify **SHIELA BAILEY** in writing (see address in **Section 1.9**) no later than **2:00 p.m. ET on February 12, 2020**, that it intends to submit one or more Alternates for evaluation and/or testing. A Bidder may submit more than one Alternate for an individual item included in the Specifications if the Bidder so elects. The Bidder's notice to the City must identify each Alternate that the Bidder intends to submit by manufacturer, style number (if available) and general description of the product.

Following receipt of this notice, the City will notify the Bidder in writing of the number of samples to be submitted for each Alternate proposed, and the sizes that the samples must be submitted in. The Bidder must submit samples of each proposed Alternate for evaluation to **SHIELA BAILEY** at the address stated in Section 1.9 of this ITB no later than **11:00 a.m. ET on February 26, 2020**. The samples must be in the number specified by the City, and must be accompanied by:

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- A written statement other than the pricing sheet identifying the manufacturer, brand name, make and, if applicable, style number;
- Any descriptive literature such as illustrations, drawings or data that are necessary for the City to make a comparison with the brand specified for that item in Section 3; and
- Certified test reports (if applicable) by an independent laboratory attesting that the proposed Alternate is equal to or better than the specified brand with respect to the applicable specifications for which certified test reports are required.

All samples submitted will become the property of the City upon receipt by the City. In submitting a sample, each Bidder agrees that the sample does not contain Trade Secret material, and that it may be disclosed by the City to any person or entity in the City's sole discretion. All samples will be made available for inspection by all Bidders.

Samples must be an exact and true representation of the actual Products that will be offered in response to the ITB. Samples shall not include the manufacturer's label sewn in the garments. **Samples shall be provided at no cost to the City.**

The City reserves the right to require additional samples for further testing if the City deems it necessary. The City also reserves the right to require Bidders to have their samples tested by an independent laboratory if the City so directs. In such event, the Bidder shall provide the requested additional samples within five (5) business days at no cost to the City.

Failure to comply with each of the above requirements with respect to a proposed Alternate shall result in the City rejecting the Alternate as an acceptable "or equal" for a specified brand.

The City cannot be responsible for testing and/or accepting every new or evolving product proposed and reserves the right to reject proposed products that do not meet the City's current business model.

- 1.24. Permitted Inspection of Samples:** Bidders that desire to inspect sample Alternates submitted by other Bidders shall make such request in writing to the City on or before **11:00 am on February 28, 2020**. The City will schedule appointments for Bidders to view samples on an as needed basis and will notify Bidders of the time of their appointments at least two business days before such date. The following rules will apply to inspection of sample:

The City will decide how long each Bidder has to inspect samples based on the total number of samples submitted. The City will inform Bidders of the inspection time limit when it notifies Bidders of their appointment time. All Bidders will be permitted the same length of inspection time.

Bidders will be allowed to have no more than 3 representatives present for the inspection.

Bidders will be allowed to touch and measure the samples, but will not be allowed to pull, tug, scrape or do anything else that could damage or alter the samples.

The City will have one or more representative present during all the sample inspections to ensure that the rules set forth herein are followed. However, the Bidders conducting the inspections will not be permitted to discuss their opinion of the samples with City employees. Bidders that wish to comment on the samples shall do so in writing on or before **March 6, 2020 by 2:00 p.m. ET**.

- 1.25. Initial Evaluation of Samples:**

Upon receipt of the samples, a committee of City Procurement and City Fire Department employees (the "Evaluation Committee") will conduct an initial evaluation to determine whether the samples appear to be "or equal" Alternates for the brand names listed in Section 3 of this ITB. In making this determination, the Evaluation Committee will inspect the samples received for compliance with the Specifications.

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During the evaluation phase, the City reserves the right to contact Bidders as the City deems necessary with questions or concerns regarding the samples submitted or with requests for additional documentation, samples or information. Bidders must promptly comply with all such requests. It is the Bidder's responsibility to prove to the City that each proposed sample is equal to or better than the grade or quality of the brand name specified in the ITB.

The City will evaluate the merits of the grade or quality of the samples based on the information furnished by the Bidder. The City is not responsible for locating or obtaining any information not identified in the request for approval. The City shall be the sole judge in determining the product acceptability of all "or equal" products.

The City shall notify the Bidder of the decision in writing and post any approved "or equal" products in the form of an addendum to the ITB on the Internet at www.ips.state.nc.us, www.charlottenc.gov/doingbusiness and/or <https://ncadmin.nc.gov/businesses/hub/events>.

The City shall be the sole judge in determining the acceptability of all proposed Alternate products.

- 1.26. Notification of Accepted Alternates:** At the conclusion of the evaluation, the City will notify each Bidder in writing of the City's decision to accept or reject each proposed Alternate proposed by that Bidder. The City will also post a list of approved Alternate Products in the form of an addendum to this ITB on the Internet at www.ips.state.nc.us, www.charlottenc.gov/doingbusiness and/or <https://ncadmin.nc.gov/businesses/hub/events>.

1.27. Statutory Requirements:

Any Bid submitted in response to this ITB shall be deemed to include full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable. It is the responsibility of each Bidder to conduct its own due diligence as to what statutory requirements may apply.

1.28. Guarantor:

If the Bidder is a subsidiary of another entity, the City requires that the Bidder's parent entity provide a guarantee of payment of all of the Bidder's obligations under the Contract. The City may also require that the Bidder obtain a guaranty from an entity other than the parent if the City concludes that such guaranty would be beneficial to protect the City's interest. If the Bidder is not a subsidiary, the City may require that the Bidder obtain a guaranty of payment from another entity if the City concludes that such guaranty would be beneficial to protect the City's interest. If a guarantor is required, the Bidder must: (1) identify a guarantor that is acceptable to the City, (2) provide the City with the same financial information about the guarantor that the Bidder is required to provide about itself under this ITB; and (3) provide the City with a signed, legally binding guaranty agreement from the approved guarantor that is acceptable to the City in the City's sole discretion. Failure to comply with the foregoing shall be grounds for rejection of the Bidder's Bid.

1.29. Award Criteria:

The City reserves the right to award a Contract to the lowest responsive responsible Bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, services, administrative fees and reporting. The City reserves the right to reject any Bid on the basis of function, compatibility with user requirements of utility, as well as cost.

1.30. Environmental Preferable Purchasing:

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Renewable resources
Recyclability	Reduced Packaging
Biodegradability	Reduced toxicity
Compostability	Low Volatile Organic Compounds (LVOCs)
Energy and Water Efficiency	Pollution Prevention
Life Cycle Management	End of Life Management

Bidders able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in their Bids. Bidders must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data, or a formal statement signed by a senior company official.

1.31. Contract Award by Charlotte City Council:

The Contract to be awarded under this ITB must be approved by the Charlotte City Council. If such approval is granted, City Procurement will provide the Contract to the Bidder for the Bidder to sign and return. In the event City Council approval is not received within one hundred twenty (120) calendar days after opening of the Bids, the Bidder may request that it be released from the Bid.

1.32. Post Award Conference:

A Post-Award Conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference along with the Company’s prospective Project Manager and any anticipated major subcontractors, and shall provide at such conference a written schedule for the delivery of any Products or Services for which no delivery dates have been specified in this ITB. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company authorized representative in the event of an emergency after normal business hours.

1.33. Charlotte Cooperative Purchasing Alliance:

The Charlotte Cooperative Purchasing Alliance (“CCPA”) is a cooperative purchasing program established by the City of Charlotte with the specific purpose of reducing procurement costs by leveraging aggregate purchasing volume to receive better pricing.

CCPA serves as a government cooperative purchasing organization for government agencies and all contracts are publicly solicited, awarded, and held by the City of Charlotte, North Carolina. CCPA contracts are available for use and benefit all entities that must comply with state purchasing laws.

The City of Charlotte is referred to in this procurement as “City”. The other government entities and nonprofits that may participate in a CCPA Contract are referred to as “Participating Public Agencies,” and may include any county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization that elects to access the CCPA contract.

Except as specifically set forth in the Bidder’s Response Package, the terms and conditions of the Contract entered into with the successful Bidder may be extended to other public entities that are or at any time in the future become members of the CCPA. Except as prohibited in the Bid, and subject to the City and the successful Bidder entering into an administrative agreement that includes a fee payable to the City, Participating Public Agencies will have the right to enter into contracts

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with the successful Bidder at the same prices, discounts and other terms as are in the Bidder's Contract with the City.

If a Participating Public Agency decides to take advantage of this option, the successful Bidder may opt to enter into a separate contract with that public entity, and must deal directly with that public entity concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The City of Charlotte acts only as the entity conducting the initial procurement.

The successful Bidder may notify other public entities of the availability of the Contract for use under the CCPA. Other public entities desiring to procure Products and Services under the terms set forth in the City's Contract will need to make their own legal determinations as to whether the use of this Contract is consistent with their laws, regulations, and other policies.

The City of Charlotte shall not be held liable for any costs or damages incurred by any other public entity or the successful Bidder as a result of any contract or other arrangement entered into between that public entity and the successful Bidder.

Any subsequent contract(s) between a Participating Public Agency and an awarded Bidder shall be construed to be in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

TERMS AND CONDITIONS

Each Bid submitted in response to this ITB constitutes an offer to become legally bound to a Contract incorporating terms and conditions set forth in this Section 2 as well as the Terms and Conditions in Section 5. For purposes of this Section, a Bidder that enters into a Contract with the City may be referred to as the “successful Bidder” or the “Company.”

2.1. Contract Types:

The Contract resulting from this Invitation to Bid will be of the type indicated below:

- Definite Quantity: The Contract will be a fixed-price contract that provides for delivery of a specified quantity of Products and Services either at specified times or when ordered.
- Indefinite Quantity: The Contract will be a unit price contract for an indefinite amount of Products and Services to be furnished at specified times, or as ordered. In some cases, indefinite quantity contracts may state a minimum quantity that the City is obligated to order. The City may make available to Bidders information regarding the City’s purchase history or projected estimates of the approximate quantity of Products that will be needed. The City makes no representations as to the accuracy of such information. Each Bidder is required to perform its own due diligence on which to base its bid. Inaccuracy of purchase history or projected quantity estimates provided by the City will not give rise to any claim against the City, or entitle any Bidder to rescind its bid or terminate or amend the Contract.

2.2. Terms of Contract:

- Unit Price Contract: Contract awarded is for a unit price when product and service needs are based upon indefinite quantities, and where orders will be based on actual needs that may exceed or be less than projections. All expenditures under a unit price contract are contingent upon appropriations having been made by Charlotte City Council.

Contract Terms and Renewal Options: The Contract term shall be for a period of one (1) years from the date of award. The City, at its option, may extend the Contract for up to four (4) additional one-year extensions unless the Bidder objects in writing at least ninety (90) days prior to the beginning of the extension term.

- One Time Purchase: Contract awarded is for a specific quantity purchased at one time.

2.3. Notice to Proceed:

The successful Bidder shall not commence work or make shipment under this ITB until duly notified by receipt of an executed Contract from the City. If the successful Bidder commences work or makes shipment prior to that time, such action is taken at the Bidder's risk, without any obligation of reimbursement by the City.

2.4. Delivery Time:

When delivery time is requested in this ITB (whether in the form of a specific delivery date or maximum number of days for delivery), time is of the essence. Each Bid shall be deemed a binding commitment of the Bidder to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available by law or in equity.

2.5. Prices Are Firm:

Each Bidder warrants the Bid price(s), terms and conditions quoted in its Bid shall be firm for acceptance by the City for a period of one hundred twenty (120) calendar days from the date of the Bid opening. Once award is made and a Contract is in place, prices shall remain firm and fixed for

the entire Contract period, unless otherwise allowed in the Special Conditions and stated in the Bid. If your Bid includes price increases over the term of the Contract, such increases must be clearly designated on Form 5 of the Bid Response Package (Pricing Sheet).

2.6. Price Adjustment As Part of the Bid:

To submit price adjustments as part of your Bid, you must: (1) comply with any limitations or instructions that are stated in this ITB; and (2) state very clearly in the Pricing Sheet of your Bid Response Forms the proposed price adjustments or, if permitted, the price adjustment formula. Restrictions and instructions regarding price adjustments are provided in the Bid Response Forms. It is important that the Bidder check for these restrictions and instructions carefully. In some instances price adjustments are not permitted as part of the Bid. In other instances formula price increases are prohibited due to the difficulty they create in comparing Bid prices.

2.7. Prompt Payment Discounts:

Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.

2.8. Quality:

Unless this ITB specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Invitation to Bid shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By “new”, the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Invitation to Bid or any other part of the Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter’s codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Invitation to Bid or the Contract.

2.9. Inspection at Bidder’s Site:

The City reserves the right to inspect the equipment, plant, store or other facilities of a Bidder prior to Contract award, and during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days’ notice to the Bidder (except that a store may be inspected at any time during regular store hours without notice).

2.10. Certification of Independent Price Determination:

By submission of a Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid; and

No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

2.11. Insurance:

All Bidders must indicate compliance with the Insurance requirements stated in Section 34 of the Sample City Contract.

SPECIFICATIONS

3.1. Scope:

The scope of this Invitation to Bid (ITB) is to establish a contract for the purchase, delivery and other inherently related activities of the Products and Services and in compliance with the specifications and terms and conditions set forth in this ITB.

All Products and component parts furnished under the Contract shall be new, shall comply with the specifications and terms and conditions set forth in this ITB, and shall operate in full compliance with these Specifications.

3.2. Quantities:

The City and Participating Public Agency does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this ITB are estimates only, and may differ substantially from actual quantities ordered. Multiple orders will be placed on an as needed basis during the term of the Contract.

3.3. Product Specifications:

Following this page is a list of Products which are described in part by reference to specific brands and style numbers. The brand names and style numbers are listed only for purposes of description and establishing a quality of standard. The City will consider alternate products of equal or better quality (“Alternates”), only if the Bidder submits samples of such products for testing and evaluation in compliance with Sections 1.22 and 1.23 of this ITB. Any alternates approved by the City will be listed in an Addendum subsequent to issuance of this ITB.

3.4. Product Life:

The useful life span of all firefighting turnout gear provided shall be a minimum of four (4) years. During the life span and under normal wear conditions, the firefighting turnout gear shall maintain the following but not limited to color, dimensional integrity, surface appearance, original seam construction and other attributes as originally delivered.

3.5. Product Standards:

It is essential that all firefighting turnout gear be in compliance with the latest industry standards and other laws and requirements concerning firefighting protective clothing. All materials must meet the minimum requirements of the National Fire Protection Association (NFPA) as follows:

Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting	NFPA 1971 (current edition)
Selection, Care and Maintenance	NFPA 1851
Fire Department Occupational Safety and Health Program	NFPA 1500
Standard Practice for Stitches and Seams	ASTM D6193-97

3.6. Alternate Products:

Please refer to Section 1.22 and 1.23 for complete details regarding submittal of Alternate Products.

The City cannot be responsible for testing and or accepting every new or evolving product proposed and reserves the right to reject proposed products that do not meet the City’s current business model.

3.7. Warranty:

All Products supplied under the Contract shall be covered by a manufacturer's written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of one year; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts and Bidder's descriptions, representations and samples. The Company shall administer the warranty on the City and Participating Public Agency's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City and Participating Public Agency all Products that violate either the above warranty or the applicable manufacturer's warranty.

- 3.7.1 The Company shall provide the City and Participating Public Agency with two copies of the manufacturer's written warranty for each item of equipment.
- 3.7.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
- 3.7.3 Warranty repairs shall be performed by the Company at the City and Participating Public Agencies' site upon request.

3.8. Pricing:

The City is requesting a fixed unit price per item for (a) the Core Items list included in Section 4, Form 5; and a fixed percentage discount for all Non-Core items from the List Price (list less discount) included in the Company's most current full line verifiable catalog. All pricing under this contract shall include shipping and handling, delivery, any discounts, vendor markup/profit, item cost and storage. No other charges are allowed.

To obtain a copy of the Core Items – Pricing Sheet in Excel, email **Shiela Bailey** at shiela.bailey@charlottenc.gov.

3.8.1 CCPA Administrative Fees:

The Company shall submit a minimum of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. It is the responsibility of the Company to set the Administrative Fee in Section 4, Form 5.

3.8.2 Core Items – Fixed Unit Price:

- 3.8.2.1 The Company must submit pricing on the items provided in Section 4, Form 5 in a hard copy and also in Excel format on a compact disc or flash drive.
- 3.8.2.2 Core pricing must include the Company's product number and unit price.
- 3.8.2.3 DO NOT include taxes in your pricing.

3.8.3 Non-Core Items – Fixed Percentage Discount:

The Company must provide a fixed percentage discount on all Non-Core Items provided in their verifiable catalog as outlined in Section 4, Form 5.

3.8.4 Pricing Incentives and Rebates:

Please identify any incentives and rebates offered based on volume, dollar amounts, or other criteria.

- 3.8.4.1 For evaluation purposes, any rebates offered will be applied to the total Core Items lists to determine the lowest pricing.

3.8.4.2 The City will evaluate any rebate stipulation or contingencies to determine which pricing structure is in the best interest of the City/CCPA. The City reserves the right to determine the most favorable pricing structure and any such determination shall be final and conclusive.

3.8.4.3 Incentives and Rebates and separate from the administrative fees.

3.9. Delivery:

All firefighting turnout gear provided under this contract must be delivered F.O.B. Destination within thirty 30 business days from the placement of order. Workdays are Monday through Friday, excluding recognized City, State and Federal holidays. Delivery and freight charges are to be included in discount price. Failure to comply with this requirement shall be cause to terminate this contract unless such failure is confined to infrequent and isolated instances, which do not involve major purchases.

3.9.1 Deliveries must be made to the City's CFD's Logistics Division located at 1501 N. Graham St. Charlotte, NC 28206.

3.9.2 The City and Participating Public Agencies will require deliveries to their specific locations. The Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize this Contract through CCPA.

3.9.3 Each order delivered must have a packing slip enclosed. The packing slip must clearly show the purchase order number, Contract number, items ordered, unit of measure, Contract pricing, items enclosed and identify any items on backorder.

3.10. Delivery Personnel:

All delivery personnel of the successful Bidder may be subject to background checks at the discretion of the City.

3.11. Invoices:

The Company must submit invoices monthly to the City's Finance Department. Invoices must include the item number, description, unit cost, quantity and extended price, and Contract or purchase order number of each item purchased. Every invoice must also include the City department that placed the order and be submitted to City of Charlotte Accounts Payable per the billing instructions of the subsequent Contract.

3.11.1 Invoices must include only Products and Services that have been delivered and completed.

3.11.2 As a condition of payment, the Company must invoice the City for Products and Services within sixty (60) days after such Products and Services are delivered. The Company waives the right to charge the City for any Products or Services that have not been invoiced to the City within sixty (60) days after such Products or Services were delivered.

3.12. Award of Contract:

The City reserves the right to award the Contract based on the lowest responsive responsible Bidder taking into consideration vendor qualifications and experience, quality, delivery, workmanship, ability to provide Products and Services to all potential Participating Public Agencies, pricing, administrative fees, reporting and any applicable environmentally preferable attributes associated with the Products or Services.

The City also reserves the right to award a Contract(s) by item, combination of items or grand total on a state, regional, or national basis, whichever is in the best interest of the City and CCPA.

Multiple awards may be made as a result of this ITB if doing so will ensure that any ensuing Contract(s) will allow the City to fulfill current and future requirements or is in the best interest of the City and CCPA. The City reserves the right to award a separate contract for CFD and CCPA.

The City reserves the right to add items excluded under this ITB, or to delete items, which are included under this ITB.

3.13. City Contracting Requirements:

The City will enter into a Contract written by the City with the successful Bidder that contains the terms and conditions set forth in this ITB and sample Contract included as Section 5. Each Bidder must state specifically in its Bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Bidder. The City will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Bidder does not specifically object to will be incorporated into the resultant Contract. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to contract award if it is in the City's best interest to do so.

The terms and conditions set forth in this ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to this ITB and the City's analysis of the successful Bid.

The term "Contract" shall refer to the contract entered into between the City and the successful Bidder, and the term "Company" shall refer to the successful Bidder.

3.14. Items Under Contract:

The City reserves the right to add or delete items to the Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added will be subject to bid statute requirements. The City may also delete Product items included in the Contract if the items are no longer needed by the City.

3.15. Liquidated Damages:

The City and the Company agree that the City will incur damages for inconvenience and delay if the Company fails to meet deadlines and functional requirements set forth in this ITB for delivery of the Products and Services (the "Completion Dates"). The parties further acknowledge that the damages, which might be reasonably anticipated to accrue as a result of such failure, are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees that it will pay liquidated damages.

3.16. Customer Service Representative:

The Company must dedicate a full-time "Account Executive" for servicing the City. The Account Executive must be available by cell phone. The cell phone must be operational at all times. All communicational contact, either via phone, email, etc. must be addressed with a response within two (2) business days. The Account Executive must be available to attend meetings regarding Product issues upon request. The Account Executive shall be responsible for providing immediate response and quick resolution of all the service issues and complaints of City personnel. The Account Executive must have an in-depth knowledge of all items provided in this Bid and have immediate access to manufacturers providing the Products. The Account Executive must have the ability and authority to make decisions on behalf of the Company to provide both normal and emergency service as necessary.

3.17. Company Personnel Removal or Replacement:

The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City.

3.18. Applicable Laws:

The Bidder agrees to make itself aware of and comply with, and cause its subcontractors to comply with, all federal, state and local laws, regulations and ordinances relating to the performance of the Contract or to the Products and Services delivered hereunder, including without limitation E-Verify, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and OSHA. The Company further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this Section has occurred or does occur, the Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

3.19. Permitting Responsibilities:

All permits and inspections are the sole responsibility of the successful Bidder.

3.20. No Limitations on Disclosure.

All Bidders agree that the City shall be able to disclose and distribute to any persons or entities, without restriction, all Products, samples and other Products provided in the course of this ITB or under the Contract. The Company specifically agrees that the City can and will provide samples of the Products provided under the Contract to the Company's competitors in any future procurement process.

3.21. City Department Participation:

Other City departments shall be permitted to purchase Products defined in this Contract. The Company shall be responsible for obtaining valid identification of such employees, and for verifying that such individuals are employed by the City and are authorized to make such purchases.

3.22. Returns and Restocking Charges:

The Company or applicable manufacturer must pick up any merchandise to be returned within seventy-two (72) hours after the City and/or Participating Public Agency notifies the Company of the return. The City and/or Participating Public Agency will not pay restocking fees for merchandise that has been returned unless it is subject to minimum inventory requirements under this ITB or is a specialty item and the City and/or Participating Public Agency has been notified, at the time of placement of the order, of the potential restocking charge. The Company will issue a credit memo to the City and/or Participating Public Agency within seven (7) calendar days of the return.

3.23. Placement of Orders:

All orders will be placed by City designated personnel on an as needed basis for the quantity required at the time during the term of the Contract. Orders will be placed by means of a purchase order or other approved authorization method.

3.24. Reporting:

The Company shall provide quarterly usage reports in Excel format to City Procurement by the 30th of January, April, July, and October. Reports must be designed in such a manner that the information captured on the purchase request shall also be reflected in the quarterly report. The reports must include but not be limited to the City department, Participating Public Agency name,

category, product description, product number, unit of measure, quantity, applicable percentage discount/list price, fixed unit price, and extended price for each item. The City and/or Participating Public Agency reserves the right to request additional information.

Product reports which delineate minority products and recycled products must be submitted to City Procurement on a quarterly basis.

3.25. Product Specifications and Or Equal Standard.

Following this page is a list of Products which are described in part by reference to specific brands and style numbers. The brand names and style numbers are listed only for purposes of description and establishing a quality standard. The City will consider alternate products of equal or better quality (“Alternates”), only if the Bidder submits samples of such products for testing and evaluation in compliance with Sections 1.21 and 1.22 of this ITB. Any Alternates that are approved by the City will be listed in an Addendum subsequent to issuance of this ITB.

For each of the Products specified, the City lists factors that will be important considerations in determining whether a proposed Alternate is equal to or better than the named brand in meeting the City’s requirements. While the City regards these factors as important, the City reserves the right to waive variances from these requirements to the extent the City determines in its sole discretion that such variances will not materially impact whether the Product meets the City’s needs. The important considerations listed for each item are not an exclusive list of factors that will be taken into account in determining whether a proposed Alternate meets the City’s requirements. The City will consider any factors the City deems relevant to the performance, durability, appearance, comfort, fit, convenience or maintenance requirements for any proposed Alternate.

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GLOBE KOMBAT FLEX TURNOUT COAT	INSERT BIDDER'S PROPOSED ALTERNATE PRODUCT/BRAND/MODEL NUMBER:		
REQUIREMENTS:			
SCOPE: This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 - current edition and OSHA for structural fire fighters protective clothing.	YES	NO	EXCEPTIONS:
OUTER SHELL MATERIAL: Shall be TENCATE "KOMBAT™ FLEX" a para aramid/PBI blend material with a nominal weight of 6.9 osy. The material shall be a twill weave. The spun yarn shall be a blend of para-aramid and PBI fiber, reinforced with a 400-denier continuous filament para aramid yarn wrapped with a 177-denier spun yarn consisting of para aramid and PBI fibers. The material shall be treated with SST□ (SUPER SHELLTITE). The Color shall be "Gold/Natural".	YES	NO	EXCEPTIONS:
MOISTURE BARRIER: GORE® CROSSTECH® black moisture barrier: The moisture barrier material shall be GORE® CROSSTECH® black moisture barrier - NOMEX® fabric woven from spun fibers (pajama check) substrate with Enhanced bi-component ePTFE membrane. GORE® CROSSTECH® black moisture barrier seams should be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM sealing machine to afford comparable viral penetration resistance performance.	YES	NO	EXCEPTIONS:
SEALED MOISTURE BARRIER SEAMS: All moisture barrier seams shall be sealed with minimum 1" wide seam sealing tape based on the specified moisture barrier manufacturer recommendations. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.	YES	NO	EXCEPTIONS:
METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND TROUSERS: The thermal liner and moisture barrier	YES	NO	EXCEPTIONS:

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<p>shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.</p>			
<p>SEALED MOISTURE BARRIER SEAMS: All moisture barrier seams shall be sealed with minimum 1" wide seam sealing tape based on the specified moisture barrier manufacturer recommendations. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.</p>	YES	NO	EXCEPTIONS:
<p>METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND TROUSERS: The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.</p>	YES	NO	EXCEPTIONS:
<p>THERMAL PROTECTIVE PERFORMANCE / THERMAL TOTAL HEAT LOSS: The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) minimum rating of 40 and THL (Thermal Total Heat Loss) minimum rating of 240. The CFD's current gear is 43.8 TPP and 254 THL.</p>	YES	NO	EXCEPTIONS:
<p>STITCHING: The outer shell shall be assembled using stitch type #301, #401, and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. There shall be no joined stitching in</p>	YES	NO	EXCEPTIONS:

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<p>midseam. All major A outer shell structural seams, major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch.</p>			
JACKET CONSTRUCTION REQUIREMENTS:			
<p>BODY: The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.</p>	YES	NO	EXCEPTIONS:
<p>SIZING: The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure 29 inches in the front and 33 inches long in the back. The jacket shall be available in male and female patterns in even size chest measurements of two-inch increments, and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., shall not be acceptable.</p>	YES	NO	EXCEPTIONS:
<p>DRAG RESCUE DEVICE (DRD): A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1-inch wide strap, constructed of Kevlar®, shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.</p>	YES	NO	EXCEPTIONS:
<p>LINER ACCESS OPENING – JACKET: The liner system of the jacket shall incorporate an opening at the leading edges of the right front panel. This opening shall run a minimum of 11 inches for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be</p>	YES	NO	EXCEPTIONS:

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covered and protected by the overlap of the outer shell facing.			
RETROREFLECTIVE FLUORESCENT TRIM: The coat trim configuration shall be 3M SCOTCHLITE Comfort Trim placed as follows.: One 3" strip shall be applied horizontally around the chest area and one 3" strip shall be applied around the hem of the coat. One 3" strip shall be applied around each sleeve end and one 3" strip above the elbow. Each coat shall have an adequate amount of trim applied to the outside of the outer shell to meet the requirements of NFPA 1971, current edition. The trim material shall be 3M SCOTCHLITE Comfort Trim3M™ Heat applied segmented L/Y borders with silver center.	YES	NO	EXCEPTIONS:
SEWN ON RETROREFLECTIVE LETTERING: Each Jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row B reading: CHARLOTTE, "CHARLOTTE" shall be sewn on in the shape of an arch, with the arch rising upwards from the left side, and then back down towards the right side, 3" lime/yellow 3M Scotchlite™ lettering on row C reading: FIRE DEPT.	YES	NO	EXCEPTIONS:
LETTER PATCH REQUIREMENTS:			
SEWN-ON LETTER PATCH: There shall be a sewn-on letter patch. This sewn-on letter patch shall be constructed of a layer of outer shell material measuring approximately 3 inches by 14 inches, which would accommodate (8) three-inch letters or a greater number of two-inch letters on one line and uniformly sized for all coat sizes. This lettering will be heat-applied, sewn-on L/Y 3M Scotchlite™ material. This letter patch shall be sewn on the tail of the coat, between the bottom reflective trim band and the hem of the coat. Each letter patch will be made to order for the firefighter's last name. Supplier will coordinate these orders with the Charlotte Fire Department separately from the turnout gear orders. There shall be no minimum order requirements and a reasonable turnaround time is expected.	YES	NO	EXCEPTIONS:
COLLAR & FREE HANGING THROAT TAB: The collar shall consist of a minimum four-layer construction and be of one-piece design. The outer layers shall consist of one layer of specified outer shell material on outside and a layer of PCA black Advance™ as standard on the inside and two layers of specified moisture barrier. The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The	YES	NO	EXCEPTIONS:

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<p>forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. The collar's front layers of moisture barrier and outer shell shall have a strip of 5/8 inch wide FR hook fastener tape stitched to the inside lower edge and running the full length of the collar. The inside strip of 5/8 inch wide FR hook fastener tape sewn to the underside of the collar shall engage a corresponding piece of FR loop fastener tape on the neck extension of the liner system. A self-material fabric hanger loop shall be sewn at the top of collar.</p> <p>The throat tab shall consist of a minimum 4-layer construction and it shall be of be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3½ inches wide at the center tapering to approximately 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A 1½ inch by 3-inch piece of FR loop fastener tape shall be sewn horizontally to the each end of the throat tab and a 1 inch by 3-inch piece of FR hook fastener tape shall be sewn horizontally to the throat tab. A corresponding piece of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR loop fastener tape engaging the FR hook fastener tape.</p>			
<p>JACKET FRONT: The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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<p>at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. Jackets that use “false facings” shall be considered unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.</p>			
<p>STORM FLAP: A rectangular storm flap measuring 3¼ inches wide and a minimum 21 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with backtacks.</p>	YES	NO	EXCEPTIONS:
<p>SEMI-EXPANSION (BELLOWS) POCKETS: Each coat front body panel shall have a 8-inch-wide by 8-inch-high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the coat. The rear of the pockets shall expand to a depth of 2 inches. The lower half of each semi-expansion pocket shall be reinforced with a layer of Kevlar® twill on the inside. Two rust resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate drainage of water. The pocket flaps shall be constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be angled with the front edge 1” shorter than the back edge, the upper pocket corners shall be reinforced with proven backtacks, and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of flame resistant Velcro® hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be</p>	YES	NO	EXCEPTIONS:

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<p>accessed from the rear of the pocket and shall be lined with Nomex® fleece for warmth and comfort.</p>			
<p>RADIO POCKET: Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket. The pocket flap shall be closed by means of FR fastener tape. A 1½ inch by 3-inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3-inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 2 inches deep by 3.5 inches wide by 7 inches high and shall be installed on the left chest. The radio pocket shall be trimmed for an uninterrupted trim band on the chest. The radio pocket flap shall be notched to accommodate the radio antenna on the left side.</p>	YES	NO	EXCEPTIONS:
<p>MICROPHONE STRAP: Two 1-inch x 3 inches straps shall be constructed to hold a microphone for a portable radio. Both shall be sewn to the coat at the ends only. One microphone strap shall be mounted above the radio pocket. The other shall be mounted on the storm flap approximately 5 inches below the top of the storm flap. Both shall be constructed of double layer outer shell material.</p>	YES	NO	EXCEPTIONS:
<p>FLASHLIGHT RETAINER HOOKS: Two fabric straps 2" X 1" are sewn and bartacked to the outer shell of the coat with a metal flashlight hook that hangs from the bottom of the strap. These hooks shall be placed slightly off-set from each other on the right chest. A fabric strap, 1" X 7" with hook and loop closure on each end is sewn to the coat 7" below the flashlight hook furthest from storm flap.</p>	YES	NO	EXCEPTIONS:
<p>SLEEVES: The sleeves shall be of two-piece construction and contoured, having an upper and a lower</p>	YES	NO	EXCEPTIONS:

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<p>sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.</p> <p>The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.</p>			
<p>SLEEVE CUFF REINFORCEMENTS: The sleeve cuffs shall be reinforced with black polymer coated aramid. The cuff reinforcements shall not be less than 2 inches in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end.</p>	YES	NO	EXCEPTIONS:
<p>WRISTLETS / SLEEVE WELLS: Each jacket shall be equipped with Nomex® hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be properly set as to align with the wearer's thumb. The configuration shall ensure that there is no interruption in protection between the sleeve liner and wristlet and shall protect the wearer while performing overhead work.</p>	YES	NO	EXCEPTIONS:
<p>ELBOW REINFORCEMENT: The elbows of the outer shell sleeve shall be reinforced with an extra layer of outer shell material. The overall dimensions of the elbow reinforcement shall measure approximately 7 inches wide and 9 inches high.</p>	YES	NO	EXCEPTIONS:
<p>PADDED ELBOWS: Padding for the elbows shall be accomplished with one layer of neoprene-coated aramid batt or similar padding material. The padding shall be sandwiched between the shell and the elbow reinforcement layer. The neoprene shall face outward.</p>	YES	NO	EXCEPTIONS:
<p>ELBOW THERMAL ENHANCEMENT: An additional layer of specified thermal liner material (Aralite</p>	YES	NO	EXCEPTIONS:

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<p>NP, #82) shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. All edges shall be finished. Thermal scraps shall not be substituted for full-cut fabric padding.</p>			
<p>FULL UPPER TORSO THERMAL ENHANCEMENT: An additional layer of specified thermal liner material (Defender M NP, #74) shall be used to increase thermal insulation in the shoulder, upper torso, and upper sleeve areas of the liner system, in addition to the standard shoulder thermal enhancements. This thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam and continuing on to meet the elbow thermal enhancements. The thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only.</p>	YES	NO	EXCEPTIONS:
<p>THIRD PARTY TESTING AND LISTING PROGRAM: All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 -current edition by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.</p>	YES	NO	EXCEPTIONS:
<p>LABELS: Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information: Compliance to NFPA Standard #1971 - current edition, Underwriters Laboratories classified mark, Manufacturer's name, Manufacturer's address, Manufacturer's garment identification number, Date of manufacture, Size, and Fiber contents.</p>	YES	NO	EXCEPTIONS:
<p>ISO CERTIFICATION / REGISTRATION: The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is certified and registered by entering "Yes" or "No" in the space provided.</p>	YES	NO	EXCEPTIONS:

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<p>DELIVERY: Turnout Gear orders for recruit classes shall be delivered within 4 weeks of a purchase order being delivered approximately 3 times during the year. Advance notice will be provided on the estimated order and delivery dates for these priority orders. Standard Delivery 45-55 Days.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>
<p>WARRANTY: The manufacturer shall warrant these jackets and trousers to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>
<p>COUNTRY OF ORIGIN: The Garments shall be manufactured in the United States.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>
<p>SIZING BY VENDOR: Both male and female sizing samples shall be available.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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GLOBE ATHLETIX TURNOUT COAT	INSERT BIDDER'S PROPOSED ALTERNATE PRODUCT/BRAND/ MODEL NUMBER: <hr style="width: 80%; margin: auto;"/>		
REQUIREMENTS:			
SCOPE: This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 - current edition and OSHA for structural fire fighters protective clothing.	YES	NO	EXCEPTIONS:
OUTER SHELL MATERIAL: Shall be TENCATE "PBI® STRETCH" outer shell. The outer shell shall be a twill weave utilizing only spun yarn and have a nominal weight of 7.1 osy, The spun yarn shall consist of PBI®, para aramid, and Spandex. The outer shell shall be treated with a MODIFIED SUPER SHELLTITE finish. The color shall be gold/natural.	YES	NO	EXCEPTIONS:
THERMAL INSULATING LINER: Shall be TENCATE CALDURA® WITH NOMEX NANO; total weight shall be 6.7 osy. Face cloth shall be 3.8 osy and constructed in a twill weave. The face cloth shall be constructed from a blend of spun yarn and a para aramid continuous filament yarn. The spun yarn shall be a blend of FR Rayon, aramid, and FR Nylon. Batting shall consist of one layer of 0.6 osy Nomex® Nano and one layer of 2.3 osy Nomex® E-89™ spun laced Nomex®/Kevlar® aramid blend, quilt stitched to the face cloth. For the jacket, there shall be a mesh insert extending from shoulder to shoulder along the annular tab insert at the collar, with a tapered shape, culminating at an approximate span of 11 inches, ending approximately 2 inches above the jacket liner hemline. This breathable insert shall not be installed over the thermal liner fabric, but rather serve as the thermal liner in the area of coverage.	YES	NO	EXCEPTIONS:
MOISTURE BARRIER: Shall be GORE® CROSSTECH® black moisture barrier: The moisture barrier material shall be GORE® CROSSTECH® black moisture barrier - NOMEX® fabric woven from spun fibers (pajama check) substrate with Enhanced bi-component ePTFE membrane. GORE® CROSSTECH® black moisture barrier seams should be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM sealing machine to afford comparable viral penetration resistance performance.	YES	NO	EXCEPTIONS:

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<p>SEALED MOISTURE BARRIER SEAMS: All moisture barrier seams shall be sealed with 1" wide seam sealing tape based on the specified moisture barrier manufacturer recommendations. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.</p>	YES	NO	EXCEPTIONS:
<p>METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND TROUSERS: The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar shall not be able to contact the wearer's skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1¾ – 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs at the liner sleeve end shall be a different color to correspond with color-coded snap tabs on the shell sleeve end for ease of matching the liner system to the outer shell after inspection or cleaning is completed.</p> <p>Additionally, there shall be two snap tabs at hem to secure liner to shell. The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color-coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.</p>	YES	NO	EXCEPTIONS:

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<p>THERMAL PROTECTIVE PERFORMANCE / THERMAL TOTAL HEAT LOSS: The unique Athletix design incorporates two different liner fabrics in order to facilitate movement and compliment the stretch outer shell. The 2018 certification values as reported by Underwriters Laboratories on the section of the garment consisting of CALDURA® with NOMEX® NANO ELITE as the thermal liner is a TPP value of 42.1 and a THL value of 303.0. The section of the garment with the double raschel 100% Kevlar® mesh insert thermal liner is reported as having a TPP value of 39.6 and a THL value of 292.4. The CFD's current gear is 43.8 TPP and 254 THL.</p>	YES	NO	EXCEPTIONS:
<p>STITCHING: The outer shell shall be assembled using stitch type #301, #401, and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. There shall be no joined stitching in midseam. All major A outer shell structural seams, major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch.</p>	YES	NO	EXCEPTIONS:
JACKET CONSTRUCTION REQUIREMENTS:			
<p>BODY: The coat body outer shell shall be constructed of seven separate panels. Each jacket front shall have two panels, joined together from the top of the shoulder seam to the hemline and accentuated by FR fluorescent piping. The jacket back outer shell shall have three separate panels, with the middle back panel joined to smaller full-length panels on either side, also accentuated by FR fluorescent piping. The outer shell panels shall all be joined by means of an over-edge on the underside of the body, with double needle stay stitching on the outermost surface. This method of seaming serves to eliminate heavy, bulky seams and was chosen specifically to facilitate the stretch and freedom of movement afforded by the unique fabrics and design.</p> <p>There shall also be two elastic inserts, one on either side of the lower jacket back, located just below the middle band of trim and situated between each of the two vertical seams joining the back panels. Each of the elastic inserts shall be installed on the inside of the outer shell, covering an approximate distance of 4 inches each, and shall be covered with an FR fabric on the interior of the shell.</p> <p>The moisture barrier layer shall incorporate two vertical darts designed to work with the stretch provided in the liner mesh. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the thermal liner mesh</p>	YES	NO	EXCEPTIONS:

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<p>and stretch outer shell fabric providing maximum expansion. The moisture barrier darts shall be seam sealed to assure liquid resistance integrity.</p>			
<p>SIZING: In order to ensure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:</p> <p>Jackets: Gender: Gender specific Men's and Women's patterns shall be available. Chest: Even sizes Back Length: Men's 29", 32" (STD), 35" Women's 29" Sleeve: 1" increments</p>	YES	NO	EXCEPTIONS:
<p>DRAG RESCUE DEVICE (DRD): A completely removable Drag Rescue Device (DRD) meeting all requirements of NFPA 1971 shall be located between the liner and outer shell of each coat. The DRD design shall provide for easy removal, inspection and re-installation and a large easy-to-use surface area of DRD to grasp and deploy. The drag rescue device shall be made of a minimum 1-1/4" wide Kevlar® webbing strap. Two 2" wide slits shall be cut on a diagonal 2" apart into the upper rear panel of the coat shell near bottom of the collar. The area around the slits shall be reinforced with a layer of polymer coated Kevlar® material both inside and outside the shell. Additionally, slits shall be bar tacked on all four corners. The Kevlar® webbing strap shall be sewn with heavy duty Kevlar® thread to form a circle. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by a hook and loop strap. The handle portion shall be wide enough to grasp with a large gloved hand. The DRD shall pull out from the shell approximately 18" extending beyond the helmet and S.C.B.A. A flap of outer shell material with beveled corners and reflective trim is to be double needle lock stitched above the slits to cover the external DRD and slit openings. Reflective trim shall be double needle locked stitched to the flap to identify the DRD. A leather pull tab shall be sewn to the bottom of the flap to allow for easier access with a gloved hand. The outer shell and flap will have mated hook and loop fastener tape lock stitched to it to close and secure the flap. The access port will be covered by an outside flap with beveled corners designed to fit between the shoulder straps</p>	YES	NO	EXCEPTIONS:

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<p>of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Rope-style DRD straps will not be considered acceptable.</p>			
<p>LINER ACCESS OPENING – JACKET: The liner system of the jacket shall incorporate an opening. This liner inspection opening shall be installed in the coat liner system to allow for easy NFPA 1851 advanced inspection. The edges of the opening shall overlap and be reinforced with a moisture barrier binding tape. The corners of the opening shall be bartacked to deter tearing. The opening shall be covered with a thermal material flap.</p>	YES	NO	EXCEPTIONS:
<p>RETROREFLECTIVE FLUORESCENT TRIM: The coat trim configuration shall be 3M SCOTCHLITE Comfort Trim placed as follows.: One 3" strip shall be applied horizontally around the chest area and one 3" strip shall be applied around the hem of the coat. One 3" strip shall be applied around each sleeve end and one 3" strip above the elbow. Each coat shall have an adequate amount of trim applied to the outside of the outer shell to meet the requirements of NFPA 1971, current edition. The trim material shall be 3M SCOTCHLITE Comfort Trim3M™ Heat applied segmented L/Y borders with silver center.</p>	YES	NO	EXCEPTIONS:
<p>SEWN ON RETROREFLECTIVE LETTERING: Each Jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row B reading: CHARLOTTE, "CHARLOTTE" shall be sewn on in the shape of an arch, with the arch rising upwards from the left side, and then back down towards the right side, 3" lime/yellow 3M Scotchlite™ lettering on row C reading: FIRE DEPT.</p>	YES	NO	EXCEPTIONS:
LETTER PATCH REQUIREMENTS:			
<p>HANGING LETTER PATCH: The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch shall attach to the rear inside hem of the jacket with a combination of snap fasteners and FR hook and loop fastener tape. The jacket shall be equipped with a combination of snap fasteners and FR hook & loop fastener tape at the hem of the jacket to accept a hanging letter patch.</p>	YES	NO	EXCEPTIONS:
<p>COLLAR AND INTEGRATED OVERLAPPING THROAT TAB: The collar and integrated overlapping throat tab shall consist of a minimum four-layer construction and be</p>	YES	NO	EXCEPTIONS:

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<p>of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches in height and graded to chest size. The left leading edge of the collar shall extend up evenly from the leading edge of the jacket front body panel, while the right side of the collar incorporates the integrated overlapping throat tab so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on the lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar shall not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.</p>			
<p>JACKET FRONT: The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. Jackets that use “false facings” shall be considered unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.</p>	YES	NO	EXCEPTIONS:
<p>STORM FLAP: A rectangular stormflap measuring approximately 3½ inches wide and a minimum of 27 inches long (based on a 32-inch length jacket) shall be sewn to the inside right front facing to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The inside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The leading edge of this inner stormflap shall be turned forward approximately ½ inch and secured with five</p>	YES	NO	EXCEPTIONS:

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<p>separate bartacks spaced equidistant, to form a full-length gutter. This gutter serves to repel water or other liquids from entering the system.</p>			
<p>STORM FLAP AND JACKET FRONT CLOSURE SYSTEM: The jacket shall be closed by means of an approximate 22-inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The outermost right front body panel shall close over the left front jacket body panels and shall be secured with FR fastener tape. A 1½-inch piece of FR loop fastener tape shall be installed along the leading edge of the right front panel on the underside with full perimeter stitching. A corresponding 1½-inch piece of FR hook fastener tape shall be sewn with full perimeter stitching and positioned to engage the loop fastener tape when the right front panel is closed over the front over the left front panel of the jacket.</p>	YES	NO	EXCEPTIONS:
<p>CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS: Each jacket front body panel shall have a 2-inch-deep by 8-inch-wide by 8-inch-high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The expansion pocket shall be reinforced with a layer of Kevlar® forming a full pouch on the inside of the pocket. The pocket flaps shall be rectangular, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and approximately ½ inch wider than the pocket. There shall be a row of minimum ½-inch trim at the bottom of the pocket flap, running the full length of the flap. The upper pocket corners and pocket flaps shall be reinforced with proven bartacks. The pocket flaps shall be closed by means of FR fastener tape. Two pieces of 1 ½ inch by 3 inch, FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.</p> <p>For ease of opening the pocket with a gloved hand, each pocket flap shall be equipped with an Ara-Shield® pocket pull-tab. The tab shall be located towards the front of the flap</p>	YES	NO	EXCEPTIONS:

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<p>and shall measure approximately 1 7/8 inches wide by 2 1/2 inches, folded in half forming a loop and stitched into the pocket flap seam.</p> <p>Additionally, a separate hand warmer pocket compartment shall be provided under the expandable cargo pocket. This compartment shall be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings or thermal liner materials shall not be considered acceptable.</p> <p>32" or shorter length) Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.</p>			
<p>MICROPHONE STRAP: Two 1 inch x 3 inches straps shall be constructed to hold a microphone for a portable radio. Both shall be sewn to the coat at the ends only. One microphone strap shall be mounted above the radio pocket. The other shall be mounted on the storm flap approximately 5 inches below the top of the storm flap. Both shall be constructed of double layer outer shell material.</p>	YES	NO	EXCEPTIONS:
<p>FLASHLIGHT RETAINER HOOKS: The jackets shall be equipped with a helmet strap. An inward facing safety hook, attached to a double layer self-material strap, shall be double stitched in a vertical position to the upper chest. Right Chest 2.5" from stormflap</p> <p>Each jacket shall be equipped with a "Pelican 3715" flashlight holder. The top strap shall measure approximately 1 inch high and 3 inches wide, and will accommodate the clip portion of the flashlight. Approximately 3/4 inch below the microphone strap there shall be a self-material strap measuring approximately 1 3/4 inches high and 12 1/2 inches wide, and will hold the barrel of the flashlight. The lower strap will be equipped with a 1 1/2 inch by 3-inch FR Velcro® hook and loop closure at the front of the strap to facilitate easy removal of the flashlight. The "Pelican 3715" flashlight holder shall be sewn to the jacket on the Right Chest next to stormflap.</p>	YES	NO	EXCEPTIONS:
<p>SLEEVES: The sleeves shall be of three-piece construction, with a top sleeve consisting of one piece and the underside consisting of two pieces. The sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be an outward facing dart located in the elbow area of the sleeve on the shell, thermal liner and moisture barrier. The moisture barrier dart shall be seam sealed to assure liquid resistance integrity. Neither stove-pipe, nor raglan-style sleeve designs shall be considered acceptable.</p>	YES	NO	EXCEPTIONS:

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<p>SLEEVE CUFF REINFORCEMENTS: The sleeve cuffs shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 1 ½ inches in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and shall be considered unacceptable.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>
<p>DOUBLE WRISTER SYSTEM: The jacket shall have a double wristlet system. The jacket shall have Nomex® knit wristlets not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey and shall be sewn to flame resistant neoprene coated cotton/polyester material, which in turn shall be sewn to the inside of the sleeve shell approximately five inches from the sleeve cuff. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately five inches up, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs shall be sewn into the juncture of the sleeve well and wristlet. The tabs shall be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color-coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning has been completed. This configuration shall ensure there is no interruption in protection between the sleeve liner and wristlet.</p> <p>The jacket shall also have a Nomex® hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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<p>ELBOW THERMAL ENHANCEMENT: An additional layer of specified thermal liner material (Caldura Elite) shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. All edges shall be finished. Thermal scraps shall not be substituted for full-cut fabric padding.</p>	YES	NO	EXCEPTIONS:
<p>FULL UPPER TORSO THERMAL ENHANCEMENT: A minimum of two additional layers of CALDURA® WITH NOMEX NANO ELITE thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. These thermal enhancement layers shall run along the top of each shoulder extending downward on the front and back approximately 2 inches, complying with the NFPA CCHR requirement for protection in this high compression area. The thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layers shall have finished edges by means of over-edging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.</p>	YES	NO	EXCEPTIONS:
<p>TRAPPED AIR CHANNELS ON SHOULDER AND SLEEVES: There shall be trapped air channels to provide additional insulation along the shoulders, the upper back and down the sleeves to the forearm. These trapped air channels shall consist of a minimum number of four bands on the upper the sleeves and three at the forearm, three bands on each shoulder.</p>	YES	NO	EXCEPTIONS:
<p>THIRD PARTY TESTING AND LISTING PROGRAM: All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 (2013 revision) by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.</p>	YES	NO	EXCEPTIONS:
<p>LABELS: Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information: Compliance to NFPA Standard #1971 - current edition, Underwriters Laboratories classified mark, Manufacturer's name, Manufacturer's</p>	YES	NO	EXCEPTIONS:

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address, Manufacturer's garment identification number, Date of manufacture, Size, and Fiber contents.			
ISO CERTIFICATION / REGISTRATION: The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is certified and registered by entering "Yes" or "No" in the space provided.	YES	NO	EXCEPTIONS:
DELIVERY: Turnout Gear orders for recruit classes shall be delivered within 4 weeks of a purchase order being delivered. Approximately 3 times during the year. Advance notice will be provided on the estimated order and delivery dates for these priority orders. Standard Delivery 45-55 Days.	YES	NO	EXCEPTIONS:
WARRANTY: The manufacturer shall warrant these jackets and trousers to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.	YES	NO	EXCEPTIONS:
COUNTRY OF ORIGIN: The Garments shall be manufactured in the United States.	YES	NO	EXCEPTIONS:
SIZING BY VENDOR: Both male and female sizing samples shall be available.	YES	NO	EXCEPTIONS:

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GLOBE NOMEX TURNOUT COAT	INSERT BIDDER'S PROPOSED ALTERNATE PRODUCT/BRAND/ MODEL NUMBER: <hr style="width: 80%; margin: auto;"/>		
REQUIREMENTS:			
SCOPE: This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 - current edition and OSHA for structural fire fighters protective clothing.	YES	NO	EXCEPTIONS:
OUTER SHELL MATERIAL: Shall be TENCATE White Nomex outer shell. The outer shell shall be a twill weave utilizing only spun yarn and have a nominal weight of 7.1 osy, The spun yarn shall consist of White Nomex , para aramid, and Spandex. The outer shell shall be treated with a MODIFIED SUPER SHELLTITE finish. The color shall be gold/natural.	YES	NO	EXCEPTIONS:
THERMAL INSULATING LINER: Shall be TENCATE CALDURA® WITH NOMEX NANO; total weight shall be 6.7 osy. Face cloth shall be 3.8 osy and constructed in a twill weave. The face cloth shall be constructed from a blend of spun yarn and a para aramid continuous filament yarn. The spun yarn shall be a blend of FR Rayon, aramid, and FR Nylon. Batting shall consist of one layer of 0.6 osy Nomex® Nano and one layer of 2.3 osy Nomex® E-89™ spun laced Nomex®/Kevlar® aramid blend, quilt stitched to the face cloth. For the jacket, there shall be a mesh insert extending from shoulder to shoulder along the annular tab insert at the collar, with a tapered shape, culminating at an approximate span of 11 inches, ending approximately 2 inches above the jacket liner hemline. This breathable insert shall not be installed over the thermal liner fabric, but rather serve as the thermal liner in the area of coverage.	YES	NO	EXCEPTIONS:
MOISTURE BARRIER: Shall be GORE® CROSSTECH® black moisture barrier: The moisture barrier material shall be GORE® CROSSTECH® black moisture barrier - NOMEX® fabric woven from spun fibers (pajama check) substrate with Enhanced bi-component ePTFE membrane. GORE® CROSSTECH® black moisture barrier seams should be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM sealing machine to afford comparable viral penetration resistance performance.	YES	NO	EXCEPTIONS:

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<p>SEALED MOISTURE BARRIER SEAMS: All moisture barrier seams shall be sealed with 1" wide seam sealing tape based on the specified moisture barrier manufacturer recommendations. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>
<p>METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND TROUSERS: The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar shall not be able to contact the wearer's skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1¾ – 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs at the liner sleeve end shall be a different color to correspond with color-coded snap tabs on the shell sleeve end for ease of matching the liner system to the outer shell after inspection or cleaning is completed.</p> <p>Additionally, there shall be two snap tabs at hem to secure liner to shell. The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color-coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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<p>THERMAL PROTECTIVE PERFORMANCE / THERMAL TOTAL HEAT LOSS: The unique Athletix design incorporates two different liner fabrics in order to facilitate movement and compliment the stretch outer shell. The 2018 certification values as reported by Underwriters Laboratories on the section of the garment consisting of CALDURA® with NOMEX® NANO ELITE as the thermal liner is a TPP value of 42.1 and a THL value of 303.0. The section of the garment with the double raschel 100% Kevlar® mesh insert thermal liner is reported as having a TPP value of 39.6 and a THL value of 292.4. The CFD's current gear is 43.8 TPP and 254 THL.</p>	YES	NO	EXCEPTIONS:
<p>STITCHING: The outer shell shall be assembled using stitch type #301, #401, and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. There shall be no joined stitching in midseam. All major A outer shell structural seams, major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch.</p>	YES	NO	EXCEPTIONS:
JACKET CONSTRUCTION REQUIREMENTS:			
<p>BODY: The coat body outer shell shall be constructed of seven separate panels. Each jacket front shall have two panels, joined together from the top of the shoulder seam to the hemline and accentuated by FR fluorescent piping. The jacket back outer shell shall have three separate panels, with the middle back panel joined to smaller full-length panels on either side, also accentuated by FR fluorescent piping. The outer shell panels shall all be joined by means of an over-edge on the underside of the body, with double needle stay stitching on the outermost surface. This method of seaming serves to eliminate heavy, bulky seams and was chosen specifically to facilitate the stretch and freedom of movement afforded by the unique fabrics and design.</p> <p>There shall also be two elastic inserts, one on either side of the lower jacket back, located just below the middle band of trim and situated between each of the two vertical seams joining the back panels. Each of the elastic inserts shall be installed on the inside of the outer shell, covering an approximate distance of 4 inches each, and shall be covered with an FR fabric on the interior of the shell.</p> <p>The moisture barrier layer shall incorporate two vertical darts designed to work with the stretch provided in the liner mesh. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the thermal liner mesh</p>	YES	NO	EXCEPTIONS:

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<p>and stretch outer shell fabric providing maximum expansion. The moisture barrier darts shall be seam sealed to assure liquid resistance integrity.</p>			
<p>SIZING: In order to ensure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:</p> <p>Jackets: Gender: Gender specific Men's and Women's patterns shall be available. Chest: Even sizes Back Length: Men's 29", 32" (STD), 35" Women's 29" Sleeve: 1" increments</p>	YES	NO	EXCEPTIONS:
<p>DRAG RESCUE DEVICE (DRD): A completely removable Drag Rescue Device (DRD) meeting all requirements of NFPA 1971 shall be located between the liner and outer shell of each coat. The DRD design shall provide for easy removal, inspection and re-installation and a large easy-to-use surface area of DRD to grasp and deploy. The drag rescue device shall be made of a minimum 1-1/4" wide Kevlar® webbing strap. Two 2" wide slits shall be cut on a diagonal 2" apart into the upper rear panel of the coat shell near bottom of the collar. The area around the slits shall be reinforced with a layer of polymer coated Kevlar® material both inside and outside the shell. Additionally, slits shall be bar tacked on all four corners. The Kevlar® webbing strap shall be sewn with heavy duty Kevlar® thread to form a circle. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by a hook and loop strap. The handle portion shall be wide enough to grasp with a large gloved hand. The DRD shall pull out from the shell approximately 18" extending beyond the helmet and S.C.B.A. A flap of outer shell material with beveled corners and reflective trim is to be double needle lock stitched above the slits to cover the external DRD and slit openings. Reflective trim shall be double needle locked stitched to the flap to identify the DRD. A leather pull tab shall be sewn to the bottom of the flap to allow for easier access with a gloved hand. The outer shell and flap will have mated hook and loop fastener tape lock stitched to it to close and secure the flap. The access port will be covered by an outside flap with beveled corners designed to fit between the shoulder straps</p>	YES	NO	EXCEPTIONS:

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<p>of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Rope-style DRD straps will not be considered acceptable.</p>			
<p>LINER ACCESS OPENING – JACKET: The liner system of the jacket shall incorporate an opening. This liner inspection opening shall be installed in the coat liner system to allow for easy NFPA 1851 advanced inspection. The edges of the opening shall overlap and be reinforced with a moisture barrier binding tape. The corners of the opening shall be bartacked to deter tearing. The opening shall be covered with a thermal material flap.</p>	YES	NO	EXCEPTIONS:
<p>RETROREFLECTIVE FLUORESCENT TRIM: The coat trim configuration shall be 3M SCOTCHLITE Comfort Trim placed as follows.: One 3" strip shall be applied horizontally around the chest area and one 3" strip shall be applied around the hem of the coat. One 3" strip shall be applied around each sleeve end and one 3" strip above the elbow. Each coat shall have an adequate amount of trim applied to the outside of the outer shell to meet the requirements of NFPA 1971, current edition. The trim material shall be 3M SCOTCHLITE Comfort Trim3M™ Heat applied segmented L/Y borders with silver center.</p>	YES	NO	EXCEPTIONS:
<p>SEWN ON RETROREFLECTIVE LETTERING: Each Jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row B reading: CHARLOTTE, "CHARLOTTE" shall be sewn on in the shape of an arch, with the arch rising upwards from the left side, and then back down towards the right side, 3" lime/yellow 3M Scotchlite™ lettering on row C reading: FIRE DEPT.</p>	YES	NO	EXCEPTIONS:
LETTER PATCH REQUIREMENTS:			
<p>HANGING LETTER PATCH: The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch shall attach to the rear inside hem of the jacket with a combination of snap fasteners and FR hook and loop fastener tape. The jacket shall be equipped with a combination of snap fasteners and FR hook & loop fastener tape at the hem of the jacket to accept a hanging letter patch.</p>	YES	NO	EXCEPTIONS:
<p>COLLAR AND INTEGRATED OVERLAPPING THROAT TAB: The collar and integrated overlapping throat tab shall consist of a minimum four-layer construction and be</p>	YES	NO	EXCEPTIONS:

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<p>of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches in height and graded to chest size. The left leading edge of the collar shall extend up evenly from the leading edge of the jacket front body panel, while the right side of the collar incorporates the integrated overlapping throat tab so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on the lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar shall not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.</p>			
<p>JACKET FRONT: The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. Jackets that use “false facings” shall be considered unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.</p>	YES	NO	EXCEPTIONS:
<p>STORM FLAP: A rectangular stormflap measuring approximately 3½ inches wide and a minimum of 27 inches long (based on a 32-inch length jacket) shall be sewn to the inside right front facing to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The inside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The leading edge of this inner stormflap shall be turned forward approximately ½ inch and secured with five</p>	YES	NO	EXCEPTIONS:

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<p>separate bartacks spaced equidistant, to form a full-length gutter. This gutter serves to repel water or other liquids from entering the system.</p>			
<p>STORM FLAP AND JACKET FRONT CLOSURE SYSTEM: The jacket shall be closed by means of an approximate 22-inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The outermost right front body panel shall close over the left front jacket body panels and shall be secured with FR fastener tape. A 1½-inch piece of FR loop fastener tape shall be installed along the leading edge of the right front panel on the underside with full perimeter stitching. A corresponding 1½-inch piece of FR hook fastener tape shall be sewn with full perimeter stitching and positioned to engage the loop fastener tape when the right front panel is closed over the front over the left front panel of the jacket.</p>	YES	NO	EXCEPTIONS:
<p>CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS: Each jacket front body panel shall have a 2-inch-deep by 8-inch-wide by 8-inch-high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The expansion pocket shall be reinforced with a layer of Kevlar® forming a full pouch on the inside of the pocket. The pocket flaps shall be rectangular, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and approximately ½ inch wider than the pocket. There shall be a row of minimum ½-inch trim at the bottom of the pocket flap, running the full length of the flap. The upper pocket corners and pocket flaps shall be reinforced with proven bartacks. The pocket flaps shall be closed by means of FR fastener tape. Two pieces of 1 ½ inch by 3 inch, FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.</p> <p>For ease of opening the pocket with a gloved hand, each pocket flap shall be equipped with an Ara-Shield® pocket pull-tab. The tab shall be located towards the front of the flap</p>	YES	NO	EXCEPTIONS:

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<p>and shall measure approximately 1 7/8 inches wide by 2 1/2 inches, folded in half forming a loop and stitched into the pocket flap seam.</p> <p>Additionally, a separate hand warmer pocket compartment shall be provided under the expandable cargo pocket. This compartment shall be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings or thermal liner materials shall not be considered acceptable.</p> <p>32" or shorter length) Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.</p>			
<p>MICROPHONE STRAP: Two 1 inch x 3 inches straps shall be constructed to hold a microphone for a portable radio. Both shall be sewn to the coat at the ends only. One microphone strap shall be mounted above the radio pocket. The other shall be mounted on the storm flap approximately 5 inches below the top of the storm flap. Both shall be constructed of double layer outer shell material.</p>	YES	NO	EXCEPTIONS:
<p>FLASHLIGHT RETAINER HOOKS: The jackets shall be equipped with a helmet strap. An inward facing safety hook, attached to a double layer self-material strap, shall be double stitched in a vertical position to the upper chest. Right Chest 2.5" from stormflap</p> <p>Each jacket shall be equipped with a "Pelican 3715" flashlight holder. The top strap shall measure approximately 1 inch high and 3 inches wide, and will accommodate the clip portion of the flashlight. Approximately 3/4 inch below the microphone strap there shall be a self-material strap measuring approximately 1 3/4 inches high and 12 1/2 inches wide, and will hold the barrel of the flashlight. The lower strap will be equipped with a 1 1/2 inch by 3-inch FR Velcro® hook and loop closure at the front of the strap to facilitate easy removal of the flashlight. The "Pelican 3715" flashlight holder shall be sewn to the jacket on the Right Chest next to stormflap.</p>	YES	NO	EXCEPTIONS:
<p>SLEEVES: The sleeves shall be of three-piece construction, with a top sleeve consisting of one piece and the underside consisting of two pieces. The sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be an outward facing dart located in the elbow area of the sleeve on the shell, thermal liner and moisture barrier. The moisture barrier dart shall be seam sealed to assure liquid resistance integrity. Neither stove-pipe, nor raglan-style sleeve designs shall be considered acceptable.</p>	YES	NO	EXCEPTIONS:

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<p>SLEEVE CUFF REINFORCEMENTS: The sleeve cuffs shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 1 ½ inches in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and shall be considered unacceptable.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>
<p>DOUBLE WRISTLER SYSTEM: The jacket shall have a double wristlet system. The jacket shall have Nomex® knit wristlets not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey and shall be sewn to flame resistant neoprene coated cotton/polyester material, which in turn shall be sewn to the inside of the sleeve shell approximately five inches from the sleeve cuff. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately five inches up, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs shall be sewn into the juncture of the sleeve well and wristlet. The tabs shall be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color-coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning has been completed. This configuration shall ensure there is no interruption in protection between the sleeve liner and wristlet.</p> <p>The jacket shall also have a Nomex® hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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<p>ELBOW THERMAL ENHANCEMENT: An additional layer of specified thermal liner material (Caldura Elite) shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. All edges shall be finished. Thermal scraps shall not be substituted for full-cut fabric padding.</p>	YES	NO	EXCEPTIONS:
<p>FULL UPPER TORSO THERMAL ENHANCEMENT: A minimum of two additional layers of CALDURA® WITH NOMEX NANO ELITE thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. These thermal enhancement layers shall run along the top of each shoulder extending downward on the front and back approximately 2 inches, complying with the NFPA CCHR requirement for protection in this high compression area. The thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layers shall have finished edges by means of over-edging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.</p>	YES	NO	EXCEPTIONS:
<p>TRAPPED AIR CHANNELS ON SHOULDER AND SLEEVES: There shall be trapped air channels to provide additional insulation along the shoulders, the upper back and down the sleeves to the forearm. These trapped air channels shall consist of a minimum number of four bands on the upper the sleeves and three at the forearm, three bands on each shoulder.</p>	YES	NO	EXCEPTIONS:
<p>THIRD PARTY TESTING AND LISTING PROGRAM: All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 (2013 revision) by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.</p>	YES	NO	EXCEPTIONS:
<p>LABELS: Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information: Compliance to NFPA Standard #1971 - current edition, Underwriters Laboratories classified mark, Manufacturer's name, Manufacturer's</p>	YES	NO	EXCEPTIONS:

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address, Manufacturer's garment identification number, Date of manufacture, Size, and Fiber contents.			
ISO CERTIFICATION / REGISTRATION: The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is certified and registered by entering "Yes" or "No" in the space provided.	YES	NO	EXCEPTIONS:
DELIVERY: Turnout Gear orders for recruit classes shall be delivered within 4 weeks of a purchase order being delivered. Approximately 3 times during the year. Advance notice will be provided on the estimated order and delivery dates for these priority orders. Standard Delivery 45-55 Days.	YES	NO	EXCEPTIONS:
WARRANTY: The manufacturer shall warrant these jackets and trousers to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.	YES	NO	EXCEPTIONS:
COUNTRY OF ORIGIN: The Garments shall be manufactured in the United States.	YES	NO	EXCEPTIONS:
SIZING BY VENDOR: Both male and female sizing samples shall be available.	YES	NO	EXCEPTIONS:

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GLOBE GPS TURNOUT PANTS	INSERT BIDDER'S PROPOSED ALTERNATE PRODUCT/BRAND/MODEL NUMBER:		
REQUIREMENTS:			
SCOPE: This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 - current edition and OSHA for structural fire fighters protective clothing.	YES	NO	EXCEPTION:
OUTER SHELL MATERIAL - Shall be TENCATE "KOMBAT™ FLEX" a para aramid/PBI blend material with a nominal weight of 6.9 osy. The material shall be a twill weave. The spun yarn shall be a blend of para-aramid and PBI fiber, reinforced with a 400-denier continuous filament para aramid yarn wrapped with a 177-denier spun yarn consisting of para aramid and PBI fibers. The material shall be treated with SST □ (SUPER SHELLTITE). The Color shall be "Gold/Natural".	YES	NO	EXCEPTIONS:
THERMAL INSULATING LINER: Shall be constructed of TENCATE "CALDURA® ELITE SL2i"; with an approximate weight of 7.7 oz. per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E 89™ spun laced Nomex®/Kevlar® aramid blend, quilt stitched to a Kevlar® filament and FR rayon/para-aramid/nylon inherently wicking Caldura® face cloth. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter.	YES	NO	EXCEPTIONS:
MOISTURE BARRIER: GORE® CROSSTECH® black moisture barrier: The moisture barrier material shall be GORE® CROSSTECH® black moisture barrier - NOMEX® fabric woven from spun fibers (pajama check) substrate with Enhanced bi-component ePTFE membrane. GORE® CROSSTECH® black moisture barrier seams should be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM sealing machine to afford comparable viral penetration resistance performance.	YES	NO	EXCEPTIONS:

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<p>SEALED MOISTURE BARRIER SEAMS: All moisture barrier seams shall be sealed with minimum 1" wide seam sealing tape based on the specified moisture barrier manufacturer recommendations. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.</p>	YES	NO	EXCEPTIONS:
<p>METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND TROUSERS: The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.</p>	YES	NO	EXCEPTIONS:
<p>THERMAL PROTECTIVE PERFORMANCE / THERMAL TOTAL HEAT LOSS: The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) minimum rating of 40 and THL (Thermal Total Heat Loss) minimum rating of 240. The CFD's current gear is 43.8 TPP and 254 THL.</p>	YES	NO	EXCEPTIONS:
<p>STITCHING: The outer shell shall be assembled using stitch type #301, #401, and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. There shall be no joined stitching in midseam. All major A outer shell structural seams, major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch.</p>	YES	NO	EXCEPTIONS:
PANT CONSTRUCTION REQUIREMENTS:			
<p>BODY: The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement and shall be joined together by double stitching with</p>	YES	NO	EXCEPTIONS:

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<p>Nomex® thread. In addition to the four body panels, there shall be a seamless, one-piece crotch gusset. The one-piece gusset allows for less bulk, comfort and more freedom of movement in this high stress area. The body panels, seam lengths and crotch gusset shall be graded to size to assure accurate fit in a broad range of sizes. The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs</p>			
<p>CONTOURED SADDLE: The rise of the rear pant center back seam, including gusset, from the top back of the waistband to where it intersects the inside leg seams at the crotch shall exceed the rise at the front of the pant by approximately 8 inches. The longer rear center back seam provides added length in the seat for mobility without restriction when stepping up, kneeling, or crawling and maintains proper alignment of the knee, without twisting, directly over the kneepads when kneeling and crawling.</p>	YES	NO	EXCEPTIONS:
<p>LINER SYSTEM (PANTS): The combined moisture barrier and the thermal liner shall be completely removable for the pant. The thermal liner and moisture barrier layers of the liner system shall be stitched together and bound around the top waist and cuffs with Bias-Cut Neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. The body of the liner system (thermal liner & moisture barrier) shall be designed to match the cut of the shell to include the rolled back side seams. The design of the liner system will incorporate darts in the knee area providing a contour to the leg and will also have a reverse boot cut at the rear of the liner cuff and a concave cut at the front to keep the liner from hanging below the shell. The liner system shall have a reinforcement sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.</p>	YES	NO	EXCEPTIONS:
<p>LINER ACCESS OPENING (PANTS): The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be</p>	YES	NO	EXCEPTIONS:

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<p>stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement material sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants. The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system will be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.</p>			
<p>ELASTICIZED WAISTBAND: The pant design facilitates the transfer of the weight of the pant to the hips instead of shoulders and suspenders. The two-rear outer-shell body panels, beginning at the pant side seams, shall incorporate an elasticized waist insert, running from the side seam towards the back of the trouser for an approximate distance of 4 inches. The rear elasticized waist inserts shall be integral to the shell of the pant and the elasticized portions shall be covered by the outer shell fabric of the pant. The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias will not</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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provide the same amount of stretch to the garment and shall be considered unacceptable.			
BELT: Each pant shall receive an adjustable belt made of 2" wide black Kevlar® webbing, sized to fit each pair of pants. The belt shall be closed by a two-piece, quick release thermoplastic coupling.	YES	NO	EXCEPTIONS:
EXTRA WIDE BELT TUNNELS: The pant shall be outfitted to accommodate a Sterling Bolt Escape Belt Part#SWFBBLA. There shall be three large loops measuring approximately 4 inches high by 4 1/4 inches long and two smaller loops measuring approximately 1/2-inch-wide by 3 1/2 inches long. Two of the large belt loops shall be placed on each side of the front of the pant and third on the rear of the waist, centered over the rear seam. The two smaller loops shall be placed on the rear of the pant, behind the side seams.	YES	NO	EXCEPTIONS:
EXTERNAL/INTERNAL FLY FLAP: The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2½ inches wide by 10 inches long and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide by 10 inches long, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material. The underside of the outside fly flap shall have a 1½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide by 9-inch-long FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position. Appropriate male and female snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.	YES	NO	EXCEPTIONS:

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<p>PADDED RIP-CORD SUSPENDERS & ATTACHMENT: Each pant will be supplied with suspenders attached. The H-back padded style suspender shall be made of 2” non-stretch webbing and have fixed shoulder padding. They shall be length adjustable via parachute-style pulls with thermo-plastic D-rings. The ends of the suspenders shall be threaded through thermoplastic loops that are sewn into the waistband of the pant. The suspender shall be affixed with hook and loop fastener tape allowing for removal and replacement. No suspender rivets or metal clip ends shall be permitted.</p>	YES	NO	EXCEPTIONS:
<p>EXPANSION (BELLOWS) POCKETS:(LEFT LEG) An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the out-seam above the knee and positioned to provide accessibility. The lower half of each expansion pocket shall be reinforced with an additional layer of Kevlar® twill material on the inside. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure approximately 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks and pocket flaps shall be reinforced with backtacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1½ inch by 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.</p>	YES	NO	EXCEPTIONS:
<p>BAIL OUT/EGRESS POCKET: (RIGHT LEG) An Egress Pocket, designed specifically to house most decent devices, hooks and rope shall be sewn to the upper thigh on the specified leg in a location allowing the decent devise to be attached to an external harness. The Egress Pocket shall be made of specified shell material with an overall measurement of approximately 9 1/2” x 16”. The top portion of the Egress Pocket shall be covered with a shell material access flap measuring 8 ½” x 8” sewn to the pant shell 1 ½” above the body of the pocket. The flap shall have PCA reinforcement on lower half of flap as a reinforcement. Each corner of the flap shall be bar tacked for strength. The access flap shall be close over the top of</p>	YES	NO	EXCEPTIONS:

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<p>the Egress Pocket and held closed with a 1 ½” x 5 2/3” strip of hook and loop material double needle lock stitched to the flap and pocket. The flap shall be easily opened with a gloved hand by pulling on the rope impregnated expanded grab section of the flap. Under the access flap, a separate patch pocket measuring approximately 5 ¾” X 8 ½” shall be sewn to the top of the main body of the Egress Pocket. This patch pocket shall be separated into compartments to securely hold most hooks on the market. Inside the Egress Pocket, at the top of the pocket shall be a “cradle” of shell material. The cradle shall measure approximately 8” x 6-1/2”. One end of the cradle shall be sewn to the inside of the Egress Pocket, while the other end is sewn to the shell of the pant. The cradle will hold most decent devices while the attached length of rope can extend into, and be held by, the body of the Egress Pocket. The cradle shall have a split to allow the decent rope to escape the pocket without interruption to the decent device. A 1” x 4” piece of webbing shall be set at the top of the pocket to engage with the decent device to hold in place. A full bellow cargo shall be set to below the hook pocket on the Egress Pocket. The pocket shall be 9 ¼” x 7” x 2” and be externally reinforced with black Arashield. Bellows pockets shall close by means of loop fastener that runs the length of the pocket body and attaches to three 1-1/2” x 3” hook fastener squares on the pocket flap. Pocket will have 2 layers of 1/2” wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket. The upper corners of each pocket shall be bartacked for reinforcement.</p>			
<p>ARTICULATED KNEE: The outer shell of the pant legs shall be constructed with horizontal pleats in the knee area with corresponding darts in the liner. In order to provide increased freedom of movement and maximum flexibility, extra material is built into the knee area and this additional fullness is contained by stitching down the pleats on the inside of the shell. The knee reinforcement shall be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location. The thermal liner shall be constructed with four darts per leg in the front of the knee. Two shall be located above the knee (one on each side) and two shall be located below the knee (one on each side). On the moisture barrier, the system shall consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.			
LINER KNEE THERMAL ENHANCEMENT: A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, shall be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.	YES	NO	EXCEPTIONS:
CATHEDRAL KNEE REINFORCEMENTS: The knee area shall be reinforced with black suede leather. The cathedral shaped knee reinforcement shall be centered on the leg to ensure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure a minimum of approximately 7 inches wide by 12 inches high at the highest point and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. The articulated cathedral knee reinforcement shall be constructed by means of 2 horizontal full-length darts, spaced equidistance over the height of the knee reinforcement and cut and stitched to the shell in such a way that there shall be an arch at the top of the reinforcement, tapering down the sides of the reinforcement with a squared off bottom. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable.	YES	NO	EXCEPTIONS:
PADDING UNDER KNEE REINFORCEMENTS: Padding for the knees shall be accomplished with one layer of Silizone® foam, sandwiched between the thermal liner and moisture barrier.	YES	NO	EXCEPTIONS:
KNEE PAD POCKET: The pants shall have replaceable padding on the inside of the outer shell in the knee area contained in a pocket. The pocket shall be constructed of black outer shell material measuring approximately 7 inches wide by 10 inches high. The knee pad pocket shall be sewn to the inside of the outer shell in the knee area on	YES	NO	EXCEPTIONS:

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<p>the bottom and two sides. The top of the pocket shall be open to accept the padding material, which will be inserted into the pocket. The padding shall consist of one layer of Silizone® foam.</p>			
<p>PANT CUFF REINFORCEMENTS: The pant's cuffs shall be reinforced with black leather (split cowhide). The cuff reinforcements shall not be less than 3 inches in width and folded in half, approximately one half inside and one half outside the cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the pant's cuff end.</p>	YES	NO	EXCEPTIONS:
<p>REVERSE BOOT CUT: The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs.</p>	YES	NO	EXCEPTIONS:
<p>RETRO REFLECTIVE FLUORESCENT TRIM: Retro-reflective trim shall encircle the pant leg applied to the shell 3" above the cuff. The trim material shall be 3M SCOTCHLITE Comfort Trim3M™ Heat applied segmented L/Y borders with silver center</p>	YES	NO	EXCEPTIONS:
<p>REINFORCED TRIM STITCHING: All reflective trim is secured to the outer shell with Nomex® thread, using a locking chain stitch protected by a strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording that provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface. All trim ends shall be securely sewn into a seam for a clean finished appearance.</p>	YES	NO	EXCEPTIONS:
<p>SIZING: In order to ensure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Pants shall be available in all sizes and dimensions as follows:</p> <p>Pants: Gender: Gender specific Men's and Women's patterns Waist: Even sizes Body Shape: Men's Regular, Relaxed and Slim Inseam: Even sizes</p> <p>Pants available in only one or two standard shapes will not be acceptable.</p>	YES	NO	EXCEPTIONS:

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<p>THIRD PARTY TESTING AND LISTING PROGRAM: All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 -current edition by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.</p>	YES	NO	EXCEPTIONS:
<p>LABELS: Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information: Compliance to NFPA Standard #1971 - current edition, Underwriters Laboratories classified mark, Manufacturer's name, Manufacturer's address, Manufacturer's garment identification number, Date of manufacture, Size, and Fiber contents.</p>	YES	NO	EXCEPTIONS:
<p>ISO CERTIFICATION / REGISTRATION: The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is certified and registered by entering "Yes" or "No" in the space provided.</p>	YES	NO	EXCEPTIONS:
<p>DELIVERY: Turnout Gear orders for recruit classes shall be delivered within 4 weeks of a purchase order being delivered. Approximately 3 times during the year. Advance notice will be provided on the estimated order and delivery dates for these priority orders. Standard Delivery 45-55 Days.</p>	YES	NO	EXCEPTIONS:
<p>WARRANTY: The manufacturer shall warrant these jackets and trousers to be free from defects in materials and workmanship for their serviceable life when properly used and cared for</p>	YES	NO	EXCEPTIONS:
<p>COUNTRY OF ORIGIN: The Garments shall be manufactured in the United States.</p>	YES	NO	EXCEPTIONS:
<p>SIZING BY VENDOR: Both male and female sizing samples shall be available.</p>	YES	NO	EXCEPTIONS:

<p>FIRE-DEX</p> <p>FXR PBI MAX 7 & TECGEN 71</p> <p>TURNOUT COAT & PANTS</p>	<p>INSERT BIDDER'S PROPOSED ALTERNATE PRODUCT/BRAND/MODEL NUMBER:</p> <p>_____</p>		
REQUIREMENTS:			
<p>SCOPE: This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 (2018 revision) and OSHA for structural fire fighters protective clothing.</p>	YES	NO	EXCEPTIONS:
<p>OUTER SHELL MATERIAL - (TECGEN71 OPTION) JACKETS AND TROUSERS: The outer shell shall be TECGEN71, a rip-stop twill weave, 60% Kevlar/22% Nomex/18% TECGEN fabric with an approximate weight of 6.5 ounces per square yard, treated with a water repellent finish. Color shall be gold.</p>	YES	NO	EXCEPTIONS:
<p>OUTER SHELL MATERIAL - (PBI MAX 7-ounce OPTION) JACKETS AND TROUSERS: The outer shell shall be PBI MAX 7-ounce, comfort twill with filament twill technology, 70% PBI/DuPont Kevlar spun yarns, 30% - 600 denier DuPont Kevlar filament. with an approximate weight of 7 ounces per square yard, treated with a water repellent finish. Color shall be gold.</p>	YES	NO	EXCEPTIONS:
<p>THERMAL INSULATING LINER - JACKET AND TROUSERS: The thermal liner shall be Glide Ice™ 2-layer with a face cloth consisting of 60% DuPont™ Nomex® filament and 40% DuPont™ Nomex®/Lenzing FR spun yarns quilted to 1 layer of DuPont™ Nomex® E89™ spun lace – 2.3 oz./yd². The total weight of the thermal liner shall be approximately 5.9 ounces per square yard.</p>	YES	NO	EXCEPTIONS:
<p>MOISTURE BARRIER - JACKETS AND TROUSERS: The STEDAIR® 4000 moisture barrier material shall be a 5.5oz/yd² two-layer laminate comprised of an enhanced bicomponent membrane and 3.2 ounce per square yard Nomex® IIIA woven pajama check substrate. The enhanced bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene) matrix having a continuous hydrophilic (water loving) and oleophobic (oil-hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all</p>	YES	NO	EXCEPTIONS:

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<p>requirements of NFPA 1971-2018 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and provides excellent total heat loss (THL) and thermal protective performance (TPP).</p>			
<p>MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: The moisture barrier shall be bound to the thermal liner around the perimeter of the liner using a 1" FR Neoprene coated binding tape double needle lock stitched. This method deters liquids from wicking into the liner and reinforces the edges of the liner from abrasion. Liners not equipped with this reinforcement will not be acceptable. Each liner shall have a 9" X 8" pocket sewn to the inside of the liner on the left side. This liner pocket shall be constructed from the specified thermal liner material and lined with moisture barrier material. All edges of the pocket shall be serged to prevent unraveling. The NFPA compliant labeling shall be applied to the thermal liner pocket. All moisture barrier seams shall be sealed to prevent moisture penetration as per the moisture barrier manufacturers' specifications. To ensure minimum seam abrasion, the moisture barrier seams shall be oriented with the stitching toward the inside of the thermal barrier.</p>	YES	NO	EXCEPTIONS:
<p>SEALED MOISTURE BARRIER SEAMS: All moisture barrier seams shall be sealed with a minimum 7/8-inch wide sealing tape. One side of the tape shall be coated with heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive is to be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers designed for that purpose.</p>	YES	NO	EXCEPTIONS:

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<p>METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS & TROUSERS: The coat liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; five to be placed along the leading edges of the left and right facings and two along the bottom hem. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on size of garment. Four male snaps shall be positioned at each liner sleeve cuff to align with four female snaps attached to fabric tabs bartacked inside the outer shell sleeves. Snaps shall be color coded to aide in the reassembly of the liner into the shell. 3/4" loop fastener tape shall be lock stitched along the top of the thermal liner inside the collar to match hook fastener tape lock stitched to the inside of the shell collar panels. 3 female snaps attach to the inside top of the collar that attaches to male snaps which are attached to the liner at the neckline. The pant liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; snaps to be placed on waistband around waist of pant. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on the size of the garment. Two male snaps shall be positioned at each liner pant cuff to align with the two female snaps attached to fabric tabs bartacked inside the outer shell pant cuffs. Snaps shall be color coded to aide in the reassembly of the liner into the shell. Neoprene shall be sewn from cuff to approx. 6" up on the face cloth side of the liner to prevent thermal from getting wet.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>
<p>THERMAL PROTECTIVE PERFORMANCE / THERMAL TOTAL HEAT LOSS: The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) minimum rating of 41 and THL (Thermal Total Heat Loss) minimum rating of 270.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>
<p>STITCHING: All seams joining the main body panels shall be felled and double needle lock stitched. The stitch type shall be a 301, double needle lockstitch as defined by Federal Standard 751a and seam type LSC-2 as defined by Federal Standard 751a, ensuring that all stitches penetrate four layers of cloth at the joining. All seams shall be sewn with an average of nine stitches per inch. All thread shall be 100% Tex 80 Nomex thread. No chain stitching shall be allowed due to the chance of unraveling if one stitch is broken.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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<p>HOOK & LOOP: All hook & loop shall have a finished edge to prevent fraying and unraveling and shall be secured using double needle lock stitching.</p>	YES	NO	EXCEPTIONS:
JACKET CONSTRUCTION REQUIREMENTS:			
<p>BODY: The coat shall be designed to provide maximum functionality and mobility and relieve firefighter working stress. The Active Posture™ Design shall incorporate an arms forward pattern designed to accommodate the firefighter in their real working position. The pattern shall include underarm gussets and darts in the elbows for unrestricted movement. The shoulder seams on shell and liner shall be graded by chest size so that the seam is placed close to the collar in a modified Raglan pattern to mimic the natural location of the shoulder joint and minimize coat rise and extend range of motion when wearing an air pack. The sleeves shall be two-panel construction. The coat sleeve shall be naturally tapered designed and manufactured to provide unrestricted movement while bending the arm. The outer shell shall include four darts at the elbow area - two above and two below the natural bend of the elbow along the sleeve seams. The thermal/moisture barrier liner shall be specially designed to work in conjunction with the shell with a fuller cut pattern. The body of the shell and liner shall be four-panel construction. The front two panels of shell and liner shall extend up to the top of the collar and be an integral part of the collar in a Shawl collar design.</p>	YES	NO	EXCEPTIONS:
<p>SIZING: Coat sizing shall be available in 2” increments in chest and 1” increments in sleeve. The length is measured from the collar seam to the bottom of the hem at the rear of the coat. Stock or Alpha sizing is unacceptable.</p>	YES	NO	EXCEPTIONS:
<p>DRAG RESCUE DEVICE (DRD): A completely removable Drag Rescue Device (DRD) meeting all requirements of NFPA 1971 shall be located between the liner and outer shell of each coat. The DRD design shall provide for easy removal, inspection and re-installation and a large easy-to-use surface area of DRD to grasp and deploy. The drag rescue device shall be made of a minimum 1-1/4” wide Kevlar® webbing strap. Two 2” wide slits shall be cut on a diagonal 2” apart into the upper rear panel of the coat shell near bottom of the collar. The area around the slits shall be reinforced with a layer of polymer coated Kevlar® material both inside and outside the shell. Additionally, slits shall be bar tacked on all four corners. The Kevlar® webbing strap shall be sewn with</p>	YES	NO	EXCEPTIONS:

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<p>heavy duty Kevlar® thread to form a circle. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by a hook and loop strap. The handle portion shall be wide enough to grasp with a large gloved hand. The DRD shall pull out from the shell approximately 18” extending beyond the helmet and S.C.B.A. A flap of outer shell material with beveled corners and reflective trim is to be double needle lock stitched above the slits to cover the external DRD and slit openings. Reflective trim shall be double needle locked stitched to the flap to identify the DRD. A leather pull tab shall be sewn to the bottom of the flap to allow for easier access with a gloved hand. The outer shell and flap will have mated hook and loop fastener tape lock stitched to it to close and secure the flap. The access port will be covered by an outside flap with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Rope-style DRD straps will not be considered acceptable.</p>			
<p>LINER ACCESS OPENING – JACKET: A 14” wide inspection opening shall be placed on the back of the coat liner 3” above the bottom hem or rear coat extension. The edges of the opening shall overlap and be reinforced with a moisture barrier binding tape. The corners of the opening shall be bartacked to deter tearing. The opening shall be covered with a thermal material flap measuring 14” x 2”. The full length of the opening shall be closed with hook and loop to prevent debris from entering the opening.</p>	YES	NO	EXCEPTIONS:
<p>RETROREFLECTIVE FLUORESCENT TRIM: The coat trim configuration shall be 3M SCOTCHLITE Comfort Trim placed as follows.: One 3" strip shall be applied horizontally around the chest area and one 3" strip shall be attached around the hem of the coat. One 3" strip shall be applied around each sleeve end and one 3" strip above the elbow. Each coat shall have an adequate amount of trim applied to the outside of the outer shell to meet the requirements of NFPA 1971, current edition. The trim material shall be 3M SCOTCHLITE Comfort Trim 3M™ Fluorescent lime-yellow with silver Stripe Fire Coat Trim.</p>	YES	NO	EXCEPTIONS:

LETTER PATCH REQUIREMENTS:			
<p>SEWN ON RETROREFLECTIVE LETTERING: Each Jacket shall have 3” lime/yellow 3M Scotchlite™ lettering on Row 2 reading: CHARLOTTE, “CHARLOTTE” shall be sewn on in the shape of an arch, with the arch rising upwards from the left side, and then back down towards the right side, 3” lime/yellow 3M Scotchlite™ lettering on row C reading: FIRE DEPT</p>	YES	NO	EXCEPTIONS:
<p>TAPERED HEM: Shell and liner shall have a tapered hem that extends 5” lower than the hem of the garment at the center back and shall taper to zero at the side seam hem. 3” Scotchlite lime letters shall be placed on the hem to identify the last name of the firefighter.</p>	YES	NO	EXCEPTIONS:
<p>AMERICAN FLAG: A 2.5” x 3.5” US Flag following Military Stars forward protocol shall be sewn to the right arm. The flag must be embroidered to a 7.5 osy Nomex plain weave cloth utilizing Tex 27 Nomex thread for the embroidered stitches.</p>	YES	NO	EXCEPTIONS:
<p>COLLAR: The Shawl collar design shall be constructed as an integral part of the body panels, inner shell facings and the liner to provide uninterrupted and continuous protection to the firefighter. The collar shall measure not less than 3” high measured from where the collar pleats are placed on the body panels at the base of the neck. The exterior of the collar shall be an extension of the front panels with a pleat placed for comfort and the upper rear collar panel shall be joined with a double needle serged seam that is double needle topstitched on the back of the wearer’s neck. A panel of shell material shall join the two inner front facings creating the inside of the collar. The coat thermal/moisture barrier lining shall extend up to the top of the inside of the collar without seams and attach inside the collar via five pieces of hook and loop sewn with double needle lock stitching to the top of the thermal liner and inside the top of the collar. The storm flap shall extend to the mid-throat. This design shall meet the NFPA standard for overall liquid integrity while more effectively interfacing with the s.c.b.a. face-piece when the collar is worn in the upright position. A shell material hang-up loop shall be lock stitched to the collar. The hang up loop shall be able to withstand a load of at least 80 pounds.</p>	YES	NO	EXCEPTIONS:
<p>STORM FLAP AND JACKET FRONT CLOSURE SYSTEM: The coat front closure shall consist of a 25” heavy-duty, black, oxide coated brass zipper on the coat</p>	YES	NO	EXCEPTIONS:

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<p>fronts and hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on Nomex cloth and shall be sewn to the right front body panel and left jacket facings. The zipper parts shall be bartacked at the top and bottom for strength. Shell material shall be threaded through the zipper pull and sewn to finish at ½" x 2 ½". The storm flap shall close over the left and right body panels and is secured by hook and loop fastener tape. A 1-1/2" X 24" strip of loop fastener tape shall be sewn to the underside of the storm flap and correspond to a 1-1/2" piece of hook fastener tape sewn to the right front body panel of the coat. Both pieces of hook and loop shall be sewn using double needle lock stitching. The coat shall also have front facings that extend from the collar to the hem area. These facings shall be 2" wide and be comprised of outer shell material and corresponding moisture barrier material. The outer shell material shall face the wearer's body when the jacket is in the closed position. The moisture barrier shall be sewn to the back of the outer shell portion and face the inside of the coat body panel. A 4" piece of moisture barrier material shall be sewn into the coat facing and extend the length of the coat opening. This additional moisture barrier material shall ensure that there is no gap in coverage between the coat closure system and the wearer's body. The thermal liner/moisture barrier assembly shall be attached to these facings by means of snap fasteners. The interior edges of the facing shall be serged and finished leaving no raw edges.</p>			
<p>SEMI-EXPANSION (BELLOWS) POCKETS: A semi-bellows pocket measuring approximately 2" deep in the rear by 8" wide by 8" high shall be double stitched to each front panel to provide accessibility. A layer of FR Fleece shall be sewn to the inside front of each hand warmer pocket to provide thermal protection and warmth to the hands. A rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide the drainage of water. The pocket flaps shall be constructed of outer shell material and measure approximately 4" X 8". The pocket flaps shall be closed by means of hook and loop fastener tape. Two 1-1/2" X 2" squares shall be used on each pocket to provide even closure with a gloved hand. The upper corners of each pocket shall be bartacked for reinforcement. Cargo pocket will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS:</p>

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<p>RADIO POCKET: A pocket intended to house a flashlight shall be sewn to each coat. The pocket shall be of box type construction; lock stitched to the coat and has a brass drainage eyelet installed in the bottom of the pocket. The notched pocket flap shall be of double thickness outer shell material and measure approximately 4" wide by 4" long and shall be held closed by means of Hook and Loop fastener tape. Per NFPA requirements all trim must be continuous, therefore if the pocket placement interferes reflective trim must be sewn to the pocket. The pocket size shall be 7x3x2" sewn to the left chest.</p>	YES	NO	EXCEPTIONS:
<p>MICROPHONE STRAP: Two straps shall be constructed to hold a microphone for a portable radio. One microphone strap shall be mounted above the radio pocket and the other shall be mounted on the storm flap approximately 3 inches below the top of the storm flap. Both shall be constructed of double layer outer shell material and shall be bartacked at each end.</p>	YES	NO	EXCEPTIONS:
<p>FLASHLIGHT RETAINER HOOKS: Two fabric straps 2" X 1" are sewn and bartacked to the outer shell of the coat with a metal flashlight hook that hangs from the bottom of the strap. These hooks shall be placed slightly off-set from each other on the right chest. A fabric strap, 1" X 7" with hook and loop closure on each end is sewn to the coat 7" below the flashlight hook furthest from storm flap.</p>	YES	NO	EXCEPTIONS:
<p>TAKE-UP STRAPS: A take up strap constructed of Nomex® webbing and utilizing postman slides buckle shall be sewn to the outer shell in the pocket area. Strap to draw the back panel toward the chest panel to provide a snug fit around the bottom portion of the coat.</p>	YES	NO	EXCEPTIONS:
<p>SLEEVES: The set-in, two panel sleeves shall incorporate a tapered design shaped to follow the natural contour of the arm. Each coat shall incorporate an underarm gusset in all three layers between the underside of the sleeve and the body of the coat. This rounded shaped gusset shall measure approximately 7" wide X 12" long (graded to coat size).</p>	YES	NO	EXCEPTIONS:
<p>SLEEVE CUFF REINFORCEMENTS: Each cuff end shall be reinforced with a 2" wide piece of black leather folded in half, approximately one half inside and one half outside and sewn to the shell with two rows of lock stitching.</p>	YES	NO	EXCEPTIONS:

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<p>WRISTLETS / SLEEVE WELLS: A liquid resistant water well shall be sewn into the sleeve end to prevent liquids and other hazardous materials from entering when the arms are raised. This water well shall be constructed of moisture barrier material with the film side facing out. It shall be double needle lock stitched to the outer shell approximately 5" from the sleeve cuff and continue down the inside of the outer shell to the cuff area. Two-layer Nomex wristlets shall be sewn to the water well inside the sleeve. Two 1" wide polymer-coated aramid (PCA) tabs will be sewn in at the union of the sleeve water well and the knit wrist on the underside of the sleeve. These tabs will be spaced equally from each other and incorporate female snap fasteners which accommodate corresponding male snaps attached to the thermal liner. A 6" wide layer of quilted Nomex thermal lining material shall be lock stitched to the underside of the shell, between shell and water well, to provide continuous thermal protection at the sleeve and reduce the risk of steam burns under the cuff trim. 7" long, two-layer Nomex wristlets shall be sewn to the water well. Each wristlet shall have a cotton thumb loop with an approximate opening of 2" in diameter properly set as to align with the wearer's thumb. Color shall be black.</p>	YES	NO	EXCEPTIONS:
<p>ELBOW & SHOULDER THERMAL ENHANCEMENT: Shoulders and elbows shall include a fourth layer of protective thermal material in addition to the already present three layers of shell, thermal and moisture barriers. A patch of thermal lining material shall be sewn to the thermal liner at the top of the shoulders and at the elbows to provide enhanced thermal protection and to meet NFPA 1971 CCHR requirements for those areas. Additionally, thermal material shall be included on the liner behind all sewn trim, reinforcements and patches on the sleeves to meet requirements of Stored Energy test.</p>	YES	NO	EXCEPTIONS:
<p>FULL UPPER TORSO THERMAL ENHANCEMENT: An additional layer of thermal lining material shall be stitched to the liner at the upper back and shoulder. This thermal reinforcement shall measure approximately 7" wide X 21" long (graded to size) in the yoke and approximately 7" wide X 4" long (graded to size) in the shoulders.</p>	YES	NO	EXCEPTIONS:
<p>OPTION: Fire Department name on upper back of coat option. FD name shall be affixed to a "patch" that is then sewn to the coat in the upper back. Lettering shall be heat applied, not sewn to the patch. CHARLOTTE (3" letters)</p>	YES	NO	EXCEPTIONS:

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in solid block font arched and below that will be FIRE DEPT in straight horizontal position.			
PANT CONSTRUCTION REQUIREMENTS:			
BODY: The pant outer shell and liner system shall be constructed of seven body panels consisting of two front panels, four back panels and a large seamless crotch panel. The pant rise shall be approximately 14" (graded according to size).	YES	NO	EXCEPTIONS:
LINER SYSTEM (PANTS): The pant liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; snaps to be placed on waistband around waist of pant. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on the size of the garment. Two male snaps shall be positioned at each liner pant cuff to align with the two female snaps attached to fabric tabs bartacked inside the outer shell pant cuffs.	YES	NO	EXCEPTIONS:
EXTRA WIDE BELT TUNNELS: There shall be three large loops measuring approximately 4 inches high by 4 1/4 inches long and two smaller loops measuring approximately 1/2-inch-wide by 3 1/2 inches long. Two of the large belt loops shall be placed on each side of the front of the pant and third on the rear of the waist, centered over the rear seam. The two smaller loops shall be placed on the rear of the pant, behind the side seams.	YES	NO	EXCEPTIONS:
WAISTBAND: Each pant shall have a separate waistband of shell and moisture barrier material bound together by Neoprene coated poly-cotton binding tape. The waistband shall be lock stitched to the shell along the top of the waistline. The liner shall be secured under the waistband by means of nickel coated brass snap fasteners. The position of the male snap portion on the liner shall be in exactly the same location on similar liner sizes as the female snap portion on the waistband of similar shell sizes. The use of a waistband is necessary to deter the wearer from accidentally placing the foot between the shell and liner when donning the pants and it does not allow foreign objects that could cause damage to enter the pants between shell and liner.	YES	NO	EXCEPTIONS:
BELT: The pant shall be outfitted to accommodate a Sterling Bolt Escape Belt Part#SWFBBLA. The pant system shall include eight (XMHSM) harness straps placed 1" below the waistband with a standard placement around the waist: (1) loop set on pant fly, (1) loop	YES	NO	EXCEPTIONS:

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<p>opposites side of the fly opening and the (5) remaining loops centered around the waist. Each loop shall finish 2 ¾" x 1 ½" that includes a hook & loop closure to fasten around belt. The fly shall include two horizontal shell straps that finish 1" x 4 ¾" with a piece of ¾" x 1 ½" hook sewn at the end. A 1 ½" x 2 1/4" piece of loop fastener shall be sewn over the opposite ends of the strap to act as a closure. These pieces shall thread through the end of the escape belt to hold the snap hook of the closure in place. On the opposite side of the fly, there shall be one shell loop that finishes 1 ½" x 4" and is sewn horizontally with 1 ½" hook and loop as closure. This shell loop shall thread through the escape belt closure dee to hold it in place. An NFPA 1983-current edition ladder/rescue belt designed for waist wear suitable for left or right closing pant shall be included. Standard range from 30-54 with extra-large sizes available upon request. Belt shall be designed with Tri-link that is fixed to the same side as the clasping buckle.</p>			
<p>PANT CLOSURE: Each pant shall have an external fly flap constructed of one layer of quilted Nomex® batt and one layer of moisture barrier sandwiched between two layers of outer shell material. The fly flap shall be a continuous part of the left front body panel beginning at the top of the waist and extending down to a depth of approximately 12". The flap shall be approximately 3-1/2" wide at the top, tapering down to width of approximately 2" at the bottom where it shall be triple bar tacked to the outer shell in for maximum strength and durability. The flap shall be a part of the pant closure system, which shall be: Inner Zipper / Outer Hook and Loop - A heavy duty black, oxide coated brass zipper shall be used to close the pants. The zipper shall be approximately 10" in length and shall be sewn to the left and right front body panels. The teeth of the zipper shall be mounted on Nomex® cloth. The zipper parts shall be bar tacked at the top and bottom for reinforcement. The fly flap shall be held closed by means of pile fastener tape sewn to the underside of the flap which shall correspond to a strip of hook fastener tape sewn to the right front panel of the outer shell. Both pieces of hook and loop shall be sewn with double needle lock stitching. A snap closure shall be placed at the top of the fly.</p>	YES	NO	EXCEPTIONS:
<p>PADDED RIP-CORD SUSPENDERS & ATTACHMENT: Each pant will be supplied with suspenders attached. The H-back style black padded suspender shall be made of 2" non-stretch webbing. The</p>	YES	NO	EXCEPTIONS:

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<p>suspender shall be equipped with a Cyberian Cam lock. This thermoplastic buckle has a cam mechanism that allows the suspender length to be adjusted when open. The suspender webbing is thread through the cam lock in a means to open and adjust the suspender length. A 2.5” wide thermoplastic “D” is sewn to the end of the webbing for ease of adjustment. When in the closed position the cam lock shall lock firmly into position to prevent slippage on the adjusted suspender. The suspender shall be affixed with hook and loop fastener tape allowing for removal and replacement. No suspender rivets or metal clip ends shall be permitted. The suspender attachment shall be constructed of 2” wide black cotton webbing and includes a plastic (Acetal) loop that allows the ends of the suspender to be threaded through. There shall be four attachment points that get sewn into the waistband of the garment by means of lockstitch.</p>			
<p>EXPANSION (BELLOWS) POCKETS: (Left Leg) A full bellows pocket, measuring approximately 9” tall at the front of the pocket, 12” tall at the back of the pocket, 11” wide and 2” deep, shall be double stitched to the garment. A continuous layer of Kevlar twill shall be sewn to the outer shell, 2” up from the bottom of each pocket to provide optimal strength when carrying small tools. Two rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide the drainage of water. The pocket shall be externally reinforced with black Arashield. The pocket flaps shall be constructed of outer shell material and measure approximately 4” wide X 11” long. Bellows pockets shall close by means of loop fastener that runs the length of the pocket body and attaches to three 1-1/2” x 3” hook fastener squares on the pocket flap. Pocket will have 2 layers of 1/2” wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket. The upper corners of each pocket shall be bartacked for reinforcement.</p>	YES	NO	EXCEPTIONS:
<p>BAIL OUT/EGRESS POCKET: (RIGHT LEG) An Egress Pocket, designed specifically to house most decent devices, hooks and rope shall be sewn to the upper thigh on the specified leg in a location allowing the decent devise to be attached to an external harness. The Egress Pocket shall be made of specified shell material with an overall measurement of approximately 9 1 /2” x 16”. The top portion of the Egress Pocket shall be covered with a shell material access flap measuring 8 ½” x 8” sewn to the pant shell 1 ½” above the body of the pocket. The flap</p>	YES	NO	EXCEPTIONS:

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<p>shall have PCA reinforcement on lower half of flap as a reinforcement. Each corner of the flap shall be bar tacked for strength. The access flap shall be close over the top of the Egress Pocket and held closed with a 1 ½” x 5 2/3” strip of hook and loop material double needle lock stitched to the flap and pocket. The flap shall be easily opened with a gloved hand by pulling on the rope impregnated expanded grab section of the flap. Under the access flap, a separate patch pocket measuring approximately 5 ¾” X 8 ½” shall be sewn to the top of the main body of the Egress Pocket. This patch pocket shall be separated into compartments to securely hold most hooks on the market. Inside the Egress Pocket, at the top of the pocket shall be a “cradle” of shell material. The cradle shall measure approximately 8” x 6-1/2”. One end of the cradle shall be sewn to the inside of the Egress Pocket, while the other end is sewn to the shell of the pant. The cradle will hold most decent devises while the attached length of rope can extend into, and be held by, the body of the Egress Pocket. The cradle shall have a split to allow the decent rope to escape the pocket without interruption to the decent device. A 1” x 4” piece of webbing shall be set at the top of the pocket to engage with the decent device to hold in place. A full bellow cargo shall be set to below the hook pocket on the Egress Pocket. The pocket shall be 9 ¼” x 7” x 2” and be externally reinforced with black Arashield. Bellows pockets shall close by means of loop fastener that runs the length of the pocket body and attaches to three 1-1/2” x 3” hook fastener squares on the pocket flap. Pocket will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket. The upper corners of each pocket shall be bartacked for reinforcement.</p>			
<p>KNEE CONSTRUCTION: The body panels shall have an Active Posture design with a noticeable natural bend at the knee. The outer shell and liner shall have four darts - two above and two below the natural bend of the knee along the side seams to permit an unrestricted range of motion when the knee is bent.</p>	YES	NO	EXCEPTIONS:
<p>LINER KNEE THERMAL ENHANCEMENT: The knee area shall be thermally enhanced with a fourth and fifth layer of protective material in addition to the already present three layers of shell, thermal and moisture barriers. 7” X 9” patches of Neoprene coated poly cotton and thermal lining materials shall be sewn to the thermal liner at the knee area to provide padding and enhanced thermal</p>	YES	NO	EXCEPTIONS:

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protection as necessary exceed NFPA 1971 CCHR requirements.			
KNEE REINFORCEMENTS: The knee area shall have an exterior reinforcement of one layer of black polymer coated aramid and be padded behind the reinforcement with one layer of FR closed cell foam that is encased between layers of moisture barrier - providing a minimum CCHR rating of 200 seconds. The reinforced knee pad shall be sewn into the side seams of the pant thus graded in width according to pant waist size and be approximately 11” high. The bottom seam of the pad shall not have an exposed seam. The pad shall be pre-bent to the natural contour of the knee through incorporation into darts in pant design.	YES	NO	EXCEPTIONS:
PANT CUFF REINFORCEMENTS: Each cuff end shall be reinforced with a 2" wide piece of black leather folded in half, approximately one half inside and one half outside the cuff end for greater strength and abrasion resistance. This reinforcement shall be sewn to the cuff end with two rows of lock stitching.	YES	NO	EXCEPTIONS:
REVERSE BOOT CUT: The pant leg cuffs shall be tapered approximately 1” shorter in the rear than in the front to reduce the chance of wear.	YES	NO	EXCEPTIONS:
RETROREFLECTIVE FLUORESCENT TRIM: Retro-reflective trim shall encircle the pant leg applied to the shell 3” above the cuff. The trim material shall be 3M SCOTCHLITE Comfort Trim3M™ lime-yellow with silver Stripe Fire Coat Trim.	YES	NO	EXCEPTIONS:
SIZING: The pants shall be available in even size waist measurements of two-inch increments and inseam measurements shall be available in one-inch increments. Alpha sizing will not be considered acceptable. Sizing specifically for women shall also be available.	YES	NO	EXCEPTIONS:
THIRD PARTY TESTING AND LISTING PROGRAM: All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 (2018) by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.	YES	NO	EXCEPTIONS:

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<p>LABELS: Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information: Compliance to NFPA Standard #1971 - 2018 edition, Underwriters Laboratories classified mark, Manufacturer's name, Manufacturer's address, Manufacturer's garment identification number, Date of manufacture, Size, and Fiber contents.</p>	YES	NO	EXCEPTIONS:
<p>ISO CERTIFICATION / REGISTRATION: The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is certified and registered by entering "Yes" or "No" in the space provided.</p>	YES	NO	EXCEPTIONS:
<p>DELIVERY: Turnout Gear orders for recruit classes shall be delivered within 4 weeks of a purchase order being delivered. Approximately 3 times during the year. Advance notice will be provided on the estimated order and delivery dates for these priority orders.</p>	YES	NO	EXCEPTIONS:
<p>WARRANTY: The manufacturer shall warrant these jackets and trousers to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.</p>	YES	NO	EXCEPTIONS:
<p>ASSET TRACKING: Vendor shall supply a web-based service that allows departments to have trained department staff perform Advanced Cleanings and Advanced inspections with on-line help menus per NFPA 1851, section 6.4.2. Customer shall have a dedicated database on-line that will allow Firefighters and Administrative Personnel to obtain service records of gear and elements, print reports on serviced garments and also generate Exception Reports on gear coming near to their due date or past due for service. The web-based service also allows designated personnel the ability to add garments into the system automatically assigning them new asset tracking numbers. System will also track retired garments.</p>	YES	NO	EXCEPTIONS:
<p>COUNTRY OF ORIGIN: The Garments shall be manufactured in the United States.</p>	YES	NO	EXCEPTIONS:
<p>SIZING BY VENDOR: Both male and female sizing samples shall be available.</p>	YES	NO	EXCEPTIONS:

FIRE-DEX TECGEN 51 SINGLE LAYER RESCUE COAT & PANTS	INSERT BIDDER'S PROPOSED ALTERNATE PRODUCT/BRAND/MODEL NUMBER: <hr/>		
REQUIREMENTS:			
SCOPE: This garment shall meet and be third party certified to all applicable requirements of NFPA 1977 and NFPA 1951 current editions	YES	NO	EXCEPTIONS:
OUTER SHELL MATERIAL - JACKETS AND TROUSERS: The outer shell shall be constructed of an inherent FR fiber blend containing TECGEN® bi-regional carbonaceous fiber and para aramid with an approximate weight of 6.5 oz. per square yard, and shall be treated with a durable water repellent finish.	YES	NO	EXCEPTIONS:
STITCHING: All Seams shall comply with the most recent NFPA 1977 and NFPA 1951 edition requirements utilizing 100% aramid fiber thread.	YES	NO	EXCEPTIONS:
RETROREFLECTIVE FLUORESCENT TRIM: All trim shall be 3M Scotchlite® brand lime-yellow with silver reflective triple trim in New York Style configuration.	YES	NO	EXCEPTIONS:
JACKET CONSTRUCTION REQUIREMENTS:			
BODY: Built-in bellows construction shall consist of a bi-wing design to ensure maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. This system omits extra seams and gives better comfort to the wearer.	YES	NO	EXCEPTIONS:
COLLAR & THROAT STRAP: The collar shall be of two (2) layer configuration such that when the collar is raised it will remain standing and provide continuous protection around the neck. The frontal throat strap shall be mounted to the collar to ensure that, when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collars, and shall overlap the left and right coat fronts below the collar.	YES	NO	EXCEPTIONS:
POCKETS: The coat shall have 4 pockets. (1) 3.5" W x 8"H x 3" D radio pocket with mic tab and closure flap on the left chest, (1) 5.5" W x 7"H pocket with tool dividers on the right chest, (2) 8" W x 7"H	YES	NO	EXCEPTIONS:

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pockets with closure flaps located on the left and right sides of the abdomen.			
GLOVE INTERFACE ADJUSTMENTS: The wrist cuffs shall be designed with the ability to adjust the circumference using a hook and loop closure system to fit snugly against the gloves worn during service.	YES	NO	EXCEPTIONS:
REINFORCEMENTS: The elbows shall be reinforced with Stedshield® FR reinforcement fabric in a manner that will provide additional abrasion, cut and tear protection to the elbows and forearms.	YES	NO	EXCEPTIONS:
SEWN ON RETROREFLECTIVE LETTERING: Each Jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row 2 reading: CHARLOTTE, "CHARLOTTE" shall be sewn on in the shape of an arch, with the arch rising upwards from the left side, and then back down towards the right side, 3" lime/yellow 3M Scotchlite™ lettering on row C reading: FIRE DEPT	YES	NO	EXCEPTIONS:
DETACHABLE NAMEPLATE: The coat shall have a detachable nameplate via hook and loop on the back, just above the reflective trim at the coat hem.	YES	NO	EXCEPTIONS:
PANT CONSTRUCTION REQUIREMENTS:			
WAIST ADJUSTMENTS: The trouser shall be designed with a waist take up system that can be adjusted via 1" wide take up straps to provide proper and comfortable fit given various types of undergarments worn underneath the trouser.	YES	NO	EXCEPTIONS:
LEG ADJUSTMENTS: The trouser shall be designed with a leg take up system that can be adjusted via take up straps to provide proper and comfortable fit given various types of footwear worn during service.	YES	NO	EXCEPTIONS:
POCKETS: The pant shall have 6 pockets: (2) 9" x 8" partial bellow cargo pockets with closure flap located on left and right leg middle thigh to just above knee, (2) rear 6" x 7" patch pockets, and (2) internal pockets with slant openings just below waist on each side.	YES	NO	EXCEPTIONS:
REINFORCEMENTS: The knees shall contain a removable padded insert and be reinforced with Stedshield® FR reinforcement fabric in a manner that provides additional abrasion, cut and tear protection to	YES	NO	EXCEPTIONS:

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the knees and upper shin area. The trouser cuffs shall also be reinforced with Stedshield® FR fabric in a manner that will minimize wear and tear on the cuffs and the instep of the garment.			
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FIRE-DEX H-41 BARRIER HOOD	PGI BARRIAIRE GOLD HOOD	INSERT BIDDER'S PROPOSED ALTERNATE PRODUCT/BRAND/MODEL NUMBER: _____
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REQUIREMENTS:

NFPA COMPLIANCE / REQUIRED CERTIFICATIONS: UL Classified to NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting – Current Edition. Certification to the NFPA 1971, 2018 Edition Option for Particulate Protection. All materials and construction will meet or exceed NFPA Standard 1971, current edition.	YES	NO	EXCEPTIONS:
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PARTICULATE (CARCINOGEN) BLOCKING: The hood shall incorporate a particulate blocking media that has a filtration efficiency of at least 90% for each particle size ranging from 0.1 to 1.0 microns. The particulate barrier shall provide filtration throughout the entirety of the hood, including top of head, around the elastic face opening, and complete coverage of the bib. Particulate coverage shall extend throughout entire head area and front & back bib. Particulate Barrier used throughout the hood shall be Nomex® Nano Flex.	YES	NO	EXCEPTIONS:
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CONSTRUCTION: The hood shall be constructed with flatlock seams. The face opening shall be formed of ½ inch elastic sewn between the layers. The hood shall be constructed to the following minimum sizes: Top of crown to end of back 23.5". Top of crown to end of front 23". Top of crown to the shoulder notch 20". Width at neck 12"	YES	NO	EXCEPTIONS:
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DESIGN: Hood shall be a 3- layer design containing a traditional center head seam and 3 seams on each side of the hood added for comfort and for ease of donning and doffing. The multiple panels allow for improved fit as well providing a proper seal with the SCBA. The THL of the 3-layer composite shall be at	YES	NO	EXCEPTIONS:
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<p>least 350. The TPP of the 3-layer composite shall be at least 35. The particulate blocking media shall cover the neck, ears, jaw line, side and top of head, and shall also fully extend to the SCBA interface.</p>			
<p>MATERIALS: The hood shall consist of 2 layers of quilted 6.0osy PBI / Lenzing knit. The particulate blocking media shall be Nomex® Nano Flex. The color of the hood shall be gold.</p>	YES	NO	EXCEPTIONS:
<p>COVERAGE: The hood shall incorporate the particulate barrier filtration Nomex NanoFlex throughout the entirety of the hood, including top of head, around the elastic face opening, and complete coverage of the bib.</p>	YES	NO	EXCEPTIONS:
<p>LABELING AND USER INFORMATION: Each hood shall be labeled to identify material contents, NFPA acceptance, UL Classification, Date of Manufacture, Lot Tracking Number, Style Number, Statement of Made in USA and care instructions.</p> <p>The UL Certified FR label shall facilitate tracking and identification through barcoding, sequential numbering, and personalization with a permanent identification with a laundry marker.</p> <p>Each hood shall include a complete user information guide.</p>	YES	NO	EXCEPTIONS:
<p>WORKMANSHIP AND QUALITY CONTROL: All hoods shall be made in a craftsman-like manner and shall be inspected during manufacturing, final trimming, and packing to ensure consistent quality and adherence to this specification.</p>	YES	NO	EXCEPTIONS:

CITY OF ASHEVILLE'S MORNING PRIDE #LTO-41i3TB COAT AND #LTO-41i3PB PANT <u>BLACK</u> SPECIFICATIONS SHEET	INSERT BIDDER'S PROPOSED ALTERNATE PRODUCT/BRAND/MODEL NUMBER:		
REQUIREMENTS	YES	NO	EXCEPTIONS
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, 2007 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.			
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.	YES	NO	EXCEPTIONS
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.	YES	NO	EXCEPTIONS
WARRANTY: The manufacturer must provide a lifetime warranty against defects in materials and workmanship with the bid package.	YES	NO	EXCEPTIONS
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.	YES	NO	EXCEPTIONS

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<p>LABELING REQUIREMENTS: Labels shall be permanently and integrally printed onto breathable materials that meet all the requirements for labels of NFPA 1971. Garment labels shall meet all requirements of NFPA 1971 Flame Resistance Test One (for vertical flame resistance of cloth). 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 layer of garment shall be labeled with the FEMSA-style DANGER label in an obvious location.</p>	YES	NO	EXCEPTIONS
<p>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.</p>	YES	NO	EXCEPTIONS
<p>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.</p>	YES	NO	EXCEPTIONS
<p>PATENT CONSIDERATIONS: The Bidder, without exception, shall indemnify and save harmless the Participating Public Agency 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.</p>	YES	NO	EXCEPTIONS

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<p>SIZING: To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained measurement specialist. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed upon between the manufacturer and the Participating Public Agency.</p> <p>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.</p>	YES	NO	EXCEPTIONS
<p>FLAMMABILITY OF CONSITUENT MATERIALS: Labels, bindings, hang-up loops and production labels shall be tested for flame resistance and shall comply with the requirements of NFPA 1971 Flame Resistance Test One (for vertical flammability of cloth).</p>	YES	NO	EXCEPTIONS
<p>SELF-BINDING: Liner and moisture barrier shall be stitched together and turned, then topstitched, to create a self-binding. The extra bulk of separate binding material is specifically prohibited.</p>	YES	NO	EXCEPTIONS
<p>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.</p>	YES	NO	EXCEPTIONS
STITCH METHODS			

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<p>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 (<u>outer shell, moisture barrier and thermal liner</u>), and shall be made with Nomex® thread, Tex size T-90. Detailed stitch and seam type requirements are shown below: Stitch Type 401; Double lockstitch, as defined by ASTM D 6193-97; Modified Seam Type LSc-2; Double feld seam, modified only to ensure that both stitch lines penetrate all layers of cloth at joining, otherwise as defined by ASTM 6193-97; all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971; and Liquid Penetration Resistance Test</p>	YES	NO	EXCEPTIONS
<p>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 requiring turning.</p>	YES	NO	EXCEPTIONS
<p>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 include Stitch Type 301, Lockstitch and Seam Type LSd-1 as defined by ASTM D 6193-97.</p>	YES	NO	EXCEPTIONS
<p>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 and Seam Type SSbd-1 as defined by ASTM D 6193-97.</p>	YES	NO	EXCEPTIONS
<p>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; Lockstitch and Seam Type EFb-1 as defined by ASTM D 6193-97.</p>	YES	NO	EXCEPTIONS

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<p>POCKETS: If exterior pockets are specified in either the COAT CUSTOM OPTIONS TO BE PROVIDED section or in the PANT CUSTOM OPTIONS TO BE PROVIDED section, 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 declared at the time of order.</p>	YES	NO	EXCEPTIONS
<p>TAILORED GRADING OF GARMENT LININGS: Wherever garment linings are specified, including but not limited to thermal linings and moisture barriers, each such lining layer shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.</p>	YES	NO	EXCEPTIONS
<p>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.</p>	YES	NO	EXCEPTIONS
<p>HIGH TEMPERATURE, NFPA 1971-CERTIFIED MATERIAL REINFORCEMENTS: Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971. For cuff reinforcements only: Manufacturer shall provide cuff reinforcements made of outer shell material at no additional cost. If the purchaser specifies reinforcements made of materials other than outer shell material, the manufacturer shall identify the additional cost for the specified material. For pocket reinforcements only: Any NFPA 1971-certified material may be used in the reinforcement of the pocket. If the purchaser requests specific NFPA 1971-certified materials for pocket reinforcements, the manufacturer shall identify the additional cost for the specified material.</p>	YES	NO	EXCEPTIONS

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<p>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, <i>Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles</i>, 2001 Edition.</p> <p>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.</p> <p>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.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS</p>
<p>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.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS</p>
<p>HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT: Because thermally stable materials are essential to maximizing protective performance in firefighters' PPE, and because NFPA only states "minimum" performance requirements, all thermal liner or thermal enhancing materials used in the garments shall also meet the following criteria after the 500 degree F oven test: 1) material shall remain intact and flexible; and 2) no portion of the material shall crack, crumble, or flake.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS</p>

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<p>BREATHABILITY REQUIREMENT: Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials used in the construction of the garments shall be breathable and all moisture barrier material must be as specified in the following materials section, or must be Crosstech. The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, waterwells, front coat facings, labels, and reinforcement cushioning where applicable. Areas where non-breathability is allowed (absent Custom Option specifications): trim, hook and loop fastening, hardware or hardware backing, and external pocketing.</p>	YES	NO	EXCEPTIONS
<p>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, and a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provides 25 CCHR at 8 psi. All three compression areas shall be constructed of high temperature fiber based materials and sewn to the thermal liner on the inside of the liner toward the moisture barrier.</p>	YES	NO	EXCEPTIONS
<p>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 field seam and for additional abrasion protection be covered by a sewn on, 0.75" (1.91 cm) wide black Nomex webbing material laid on top of the Major A seam and covering each end of the trim.</p>	YES	NO	EXCEPTIONS
<p>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. Standard Titles include: ASTM D 6193-97 - Standard Practice for Stitches and Seams; NFPA 1500 on Fire Dept. Occupational Safety & Health Program; NFPA 1851 - on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles; and NFPA 1971 - Standard on Protective Ensemble for Structural Fire Fighting.</p>	YES	NO	EXCEPTIONS
<p>COAT: To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.</p>	YES	NO	EXCEPTIONS

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<p>DESIGN CONCEPT (STYLING): The coat shall be approximately 6 inches (15.2 cm) longer at the rear hem than at the front 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 and the coat-to-pant interface as defined by NFPA 1500. Coat design must interface properly with standard waist high bunker pants.</p>	YES	NO	EXCEPTIONS
<p>PATTERNING CONCEPT: Garments shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. One-piece garments (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.</p>	YES	NO	EXCEPTIONS
<p>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 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: Chest Size Standard Reach - 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), and 46 in (116.8 cm) 68 in (172.7 cm).</p>	YES	NO	EXCEPTIONS

DRAG RESCUE DEVICE (DRD): Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat. The device shall be designed to fit each individual chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap. 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.	YES	NO	EXCEPTIONS
<p>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 handle shall be positioned at the rear of the upper torso and through the grab handle. The grab loop shall extend upward and pass through a reinforced slot in the coat outer shell just below the center rear of the collar seam where it will exit the outer shell where it will be covered by an outer shell tunnel. The protruding grab loop shall then fold back down over the top of the tunnel and be stowed by Velcro with the pile sewn for the width of the tunnel and the hook sewn on the grab loop. There shall then be an outer shell flap sewn below the collar that will fold down over the stored grab loop and held in place with Velcro to reduce the chances of snagging the grab loop by accident.</p> <p>To facilitate comfort and safety the Grab Handle shall be constructed of soft and pliable Kevlar webbing meeting the following specifications: Description 100% Kevlar Double Plain Weave - Black with Natural Kevlar Center; Warp Yarn 1500/1000/2.75z Kevlar T-970F Black; 1500/1000/2.75z Kevlar T-961 Natural; Weft Yarn 1500/1000/2.75z Kevlar T-970F Black; Catch cord Tex size T-50 3-Ply/9.5z Bonded Kevlar Sewing Thread Black; Width 1.75" (4.45 dm); Thickness 0.064" ± 0.010" (.163 cm ± .0254 cm); and Tensile 5,000 lb minimum (22.24 kN).</p> <p>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; Warp Yarn 1500/1000/2.75z Kevlar T-961 Natural; Weft Yarn 1500/1000/2.75z Kevlar T-961 Natural; Catch cord Tex size T-35 Crispin Kevlar thread; Width .038" (.097 cm); Thickness 0.144" ± 0.005" (.366 cm ± .013 cm); Tensile 3500 lb minimum (15.57 kN); and Rescue Strap shall be sewn with Kevlar thread with a minimum Tex size T-210.</p>			

Section Three
Specifications

<p>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.</p> <p>Liner sleeves shall be attached at the outer shell cuff by means of snaps on two (2) sets of outer shell fabric tabbing strips per cuff. These snaps shall be isolated by the tabbing material so that they will not abrade against the outer shell.</p> <p>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, both folded over and sewn in at the neck seam.</p> <p>The liner system design shall not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs shall not be acceptable.</p> <p>Attachment shall be by means of four (4) glove straps that penetrate only the layer of the attachment facing towards the liner, so that metal contact at a wearer's neckline is completely eliminated.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS</p>
<p>COAT CERTIFICATION LABEL ON LINER: The coat certification label on the liner shall be integrally printed on FR Cotton Indura® and lockstitched to the inside right body panel in a fashion to provide an inside liner pocket.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS</p>
<p>COAT CERTIFICATION LABEL ON SHELL: The coat certification label on the shell shall be integrally printed on FR Cotton Indura® and lockstitched to the shell along one side of the label at the back of coat.</p>	<p>YES</p>	<p>NO</p>	<p>EXCEPTIONS</p>

Section Three
Specifications

<p>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.</p> <p>There shall be no vertical or horizontal seams or stitching in the body of the collar. Left outside of collar shall have a sewn piece of 2-inch x 2-inch (5.0-cm x 5.0-cm) hook and loop fastener hook tape for chinstrap-to-collar closure. Each collar shall be graded to individual coat sizes.</p>	YES	NO	EXCEPTIONS
<p>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, + or – 0.50 inch (1.2 cm): 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.</p> <p>The leading underside edge of the chinstrap shall have a 1.5-inch-wide (3.8 cm-wide) horizontal strip of hook and loop fastener pile to ensure closure and to ensure passage of the Whole Garment Liquid Penetration Test.</p>	YES	NO	EXCEPTIONS
<p>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.</p>	YES	NO	EXCEPTIONS
<p>SLEEVES: To prevent stovepiping, sleeves shall be individually graded by coat size and sleeve length. For maximum freedom, sleeve design shall feature extra full cut one-piece outer shell 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 A seam 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 fold and double stitched for maximum strength (that is, Major A seam requirement, as previously defined in this specification).</p>	YES	NO	EXCEPTIONS

Section Three
Specifications

<p>INNER WRISTLET & WATERWELL: Every coat shall feature 4.5-inch (11.4-cm) long, double-layer 100% Nomex knit inner wristlets protected by a flame-resistant and moisture-resistant waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). A specified moisture barrier waterwell with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/ thermal liner sleeve end. This waterwell must pass the NFPA 1971 Whole Garment Liquid Penetration Test. The thermal liner/wristlet shall be bar tacked and seam sealed at the junction of the moisture barrier sleeve to waterwell seam to prevent liner pullout. This inner waterwell assembly shall be interface capable with the appropriate glove to provide wrist protection during the NFPA 1971 Whole Garment Liquid Penetration Test.</p>	YES	NO	EXCEPTIONS
<p>EXTERNAL WRISTLET: Every coat shall feature a 2.5-inch (6.4 cm) long 100% Nomex 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.</p>	YES	NO	EXCEPTIONS
<p>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. The inside trailing edge of each 2-inch-wide (5.1-cm-wide) inner panel shall have the breathable moisture/ pathogen material wrapped around the edge by 0.5 inch (1.3 cm) to create an antiwick guard to prevent soakthrough during the required NFPA 1971 Whole Garment Liquid Penetration Test. An additional layer of 6-inch-wide (15.2-cm-wide) 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.</p>	YES	NO	EXCEPTIONS
<p>COMPOSITE MATERIALS: The specified has been determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.</p>	YES	NO	EXCEPTIONS

Section Three
Specifications

<p>OUTER SHELL: 7.5 oz.; PBI/Kevlar Matrix ripstop weave; 400 Denier Kevlar Cables; 40% PBI/60% Kevlar; EWR – Black.</p>	YES	NO	EXCEPTIONS
<p>THERMAL LINING: 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89.</p>	YES	NO	EXCEPTIONS
<p>MOISTURE BARRIER: 5.0 oz; Crosstech Bi-Component (PTFE) on a 3.2 oz. Nomex III A facecloth.</p>	YES	NO	EXCEPTIONS
<p>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. LTO Chinstrap; Inspection Port Liner; Liner Detachable; Liner Label Pocket; Take Up Straps 2 Postman; Articulating Rapid Rescue Strap with New Coat. LETTERING: New York-2 trim -Lime 2-Tone Scotchlite; New York Trim -Double-Stitched; 2 -3" Vertical Back Bands -Lime 2-Tone Scotchlite To create a box; Back Patch -Gemini Matrix- Black; <LEAD PUBLIC AGENCY NAME> 9 -3" sewn letters -lime Scotchlite; Hem Patch w/Snaps -Gemini Matrix -Black; FF 1st Initial + Last Name -avg 8 letters; 8 -2" sewn letters -lime Scotchlite; Sewn Periods; Chicago Closure (see option request below); Dead Air Panels Extended – Coat; Coat Cuffs - Arashield Black; Half Hi Bellows Pockets -Gemini Matrix- Black - 7" x 9" x 1.5" Lined with Kevlar Handwarmer Pockets behind Bellows Pockets; Mic Tab -Gemini Matrix- Black - right chest - 0.5" x 2.5"; Mic Tab -Gemini Matrix- Black - left chest - 0.5" x 2.5"; Radio Pocket -Gemini Matrix -Black - left chest - 8" x 3" x 2"; Snap on Radio Pocket Flap -w/Velcro - left chest; Notch Flap -Left - left chest; Notch Flap - Right - left chest; Sewn D-Ring -Gemini Matrix EWR Black - right chest Place Inside Top Undershield Pocket at Top; Sewn D-Ring -Gemini Matrix EWR Black - right side Place Inside Bottom Undershield Pocket at Top; SL-90 Flashlight Clip -Gemini Matrix- EWR -Black - right chest; Undershield Pockets -2 - Gemini Matrix -Black; 2 Liner attachment Snaps on Tail; and Kevlar-Tabbed Long Wristlets.</p>	YES	NO	EXCEPTIONS
<p>COAT CUSTOM OPTIONS FOR FIRE DEPARTMENT CONSIDERATION: The Chicago Closure -2" Velcro/Hooks & Dees -Gemini Matrix Black in base Coat is the standard specification. Provide pricing as an option to provide a 1.5" Velcro/Zipper Coat Closure -Gemini Matrix - EWR Black in lieu of the Chicago Closure per coat: INCREASE _____ DECREASE _____ PER COAT</p>	YES	NO	EXCEPTIONS

Section Three
Specifications

<p>PANTS: To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.</p>	YES	NO	EXCEPTIONS
<p>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.</p>	YES	NO	EXCEPTIONS
<p>PATTERNING CONCEPT: Garments shall feature a tailored four-piece outer shell with a two-piece moisture barrier and lining. A pant with a four-piece moisture barrier and thermal liner shall be provided, at no additional charge, when and if an individual’s tailoring needs require it.</p>	YES	NO	EXCEPTIONS
<p>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; meet individual tailoring needs, and offer superior functionality. Diamond shall 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 4 inches (10.2 cm), graded to size; and ensure that pants rest in normal body line balance of 22 inches (55.9 cm) center distance at the cuff.</p>	YES	NO	EXCEPTIONS
<p>REINFORCED CUSHIONED KNEE: The cushioning for the Knee reinforcement if required, and the thermal pad sewn to the internal side of the thermal liner assembly, shall provide a minimum of 25 CCHR and be comprised of breathable, fiber based materials.</p>	YES	NO	EXCEPTIONS
<p>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.</p>	YES	NO	EXCEPTIONS

Section Three
Specifications

<p>LINER ATTACHMENT: The moisture barrier and thermal liner assembly shall be attached to the outer shell at the cuff by means of two (2) Nomex® webbing snap assemblies per leg, and to the waistband, at the waist, with seven (7) evenly-spaced glove snaps. The liner system design shall not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs shall not be acceptable.</p>	YES	NO	EXCEPTIONS
<p>PANT CERTIFICATION LABEL ON LINER: The pant certification label on the liner shall be integrally printed on FR Cotton Indura and lockstitched to the inner left hip area.</p>	YES	NO	EXCEPTIONS
<p>PANT CERTIFICATION LABEL ON SHELL: The pant certification label on the shell shall be integrally printed on FR Cotton Indura and lockstitched at the top rear of the waist, at the inside.</p>	YES	NO	EXCEPTIONS
<p>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.</p>	YES	NO	EXCEPTIONS
<p>COMPOSITE MATERIALS: The specified has been determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.</p>	YES	NO	EXCEPTIONS
<p>OUTER SHELL: 7.5 oz.; PBI/Kevlar Matrix ripstop weave; 400 Denier Kevlar Cables</p>	YES	NO	EXCEPTIONS
<p>40% PBI/60% Kevlar; EWR - Black</p>	YES	NO	EXCEPTIONS

Section Three
Specifications

<p>THERMAL LINING: 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89</p>	YES	NO	EXCEPTIONS
<p>MOISTURE BARRIER: 5.0 Oz; Crosstech Bi-Component (PTFE) On A 3.2 Oz. Nomex III A Facecloth</p>	YES	NO	EXCEPTIONS
<p>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. Inspection Port Liner; Liner Detachable; 3" Cuff trim -Lime 2-Tone Scotchlite; Cuff Trim - Double-Stitched; Non-Std Wide 1.5" Velcro Fly - Gemini Matrix -Black; Dead Air Panels - Pants; Angled Cuffs -Pants -Arashield Black; Pants Cuffs - Arashield Black; BiFlex Heat Channel Knees Replaceable -Kevlar/Nomex OS Black; Horizontal Strips in BiFlex knee to be Arashield Black; X-Large Bellows Pockets -Pants -Gemini Matrix -EWR -Black - 10" X 10" X 2" Lined with Kevlar; E Z Grip Flaps - PBI Matrix /EWR Rip Stop - Black; Pocket divider in Left Pocket only 4" from front of Pocket; Sewn D-Ring -Gemini Matrix EWR Black - center rear Place directly below harness tabs Snap Style Suspender Attachment; Place Suspender Attachments Inside Waist; Dyna-Back Suspender w/ Snap Attach and Quick Adjust Installed; Suspender Padding; Harness Pants -NY Style -No Harness -Gemini Matrix EWR Black; and (2) Postman Take Up Straps - located above the NY Style harness path.</p>	YES	NO	EXCEPTIONS
<p>EMERGENCY REPLACEMENT: In the event the Participating Public Agency encounters an incident in which several sets of turnout gear are damaged and deemed no longer usable, the manufacturer shall provide replacement garments of the exact size and configuration as those damaged within fourteen (14) working days of the Participating Public Agency's order providing serial numbers or sizes of the damaged items. If required, the manufacturer shall be prepared to provide "loaner" gear in as close a size as possible within three (3) working days of the Participating Public Agency's notification with sizing information.</p>	YES	NO	EXCEPTIONS

REQUIRED FORMS

INVITATION TO BID ACKNOWLEDGEMENT

ITB #269-2020-031

FIREFIGHTING TURNOUT GEAR

The Company hereby certifies receipt of the Invitation to Bid for the City of Charlotte, North Carolina ITB #269-2020-031, FIREFIGHTING TURNOUT GEAR. This form should be completed upon receipt of the City's ITB and faxed or emailed in time for the City to receive it by or before **February 26, 2020**. Failure to submit this form by the designated date shall not preclude the Company from submitting a bid. Please fax or email the completed form to the attention of:

Shiela Bailey
Department of General Services - City Procurement
Fax: 704-632-8518
Email: shiela.bailey@charlottenc.gov

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____ **We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____ **We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason: _____

_____ **We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason: _____

BID SUBMISSION FORM

ITB # 269-2020-031

FIREFIGHTING TURNOUT GEAR

This Bid is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

By signing above, the Bidder agrees that the City reserves the right to reject any and all Bids, to award multiple Contracts by line item, combination of items, or grand total according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

The representative signing above hereby certifies and agrees that the following information is correct:

1. Bid/Bid document has been signed by authorized bidder/proposer official.
2. Bid/Bid package has been properly labeled per the instructions. (See Section 1.6)
3. Bid/Bid package contains all of the Bid/Bid Response Package Forms:
 - Bid Submission - Form Two
 - Addenda Acknowledgement - Form Three
 - Exceptions – Form Four
 - Pricing Sheet - Form Five
 - Non-Discrimination Certification Compliance - Form Six
 - Bidder References - Form Seven
 - Debarment Certification – Form Eight
 - Byrd Anti-Lobbying Certification – Form Nine
 - CCPA Plan – Form Ten
 - Licensed Distributor Letter – Form Eleven
 - Specification Compliance Pages – To be submitted with Alternate Samples

ADDENDA ACKNOWLEDGEMENT FORM

ITB # 269-2020-031

FIREFIGHTING TURNOUT GEAR

Please acknowledge receipt of all addenda by including this form with your Bid. All addenda will be posted to the NC IPS website at www.ips.state.nc.us, the City's Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>, and/or <https://ncadmin.nc.gov/businesses/hub/events>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this Bid complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

EXCEPTIONS FORM
ITB # 269-2020-031
FIREFIGHTING TURNOUT GEAR

The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

ITB Section Number	ITB Section Title	Exception and Proposed Change to ITB

Section 4 - Required Forms
Form Four

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Section 5. As such, I have elected to do the following:

Include exceptions to the sample contract in the following section of my Bid: _____

Not include any exceptions to the Sample Terms.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information (“PII”) as detailed in Section 1.8. I understand that the City is legally obligated to provide my Bid documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the Bid are marked as Trade Secret or PII: _____

No portion of the Bid is marked as Trade Secret or PII.

The signature below certifies that: (a) the Bidder’s Bid complies with the requirements of this Invitation to Bid; and (b) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

Date: _____

Company: _____

By: _____
Print name and title of signatory

Signature: _____

PRICING SHEET

ITB # 269-2020-031

FIREFIGHTING TURNOUT GEAR

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Charlotte for this Bid. Any exceptions are clearly marked in the attached copy of bid specifications. Please do not include taxes in your Bid.

BIDS ARE DUE NO LATER THAN 11:00 A.M., on MARCH 26, 2020

ITEM	DESCRIPTION	BRAND NAME	STYLE NUMBER	UOM	EST ANNUAL QTY	UNIT PRICE	EXT. PRICE	BIDDER'S EQUIVALENT	EQUIVALENT UNIT PRICE	EQUIVALENT EXT. PRICE
1	Kombat Flex Turnout Coat	Globe	D2257G	EA	250					
2	Athletix Turnout Coat	Globe	A42NG10	EA	250					
3	Nomex Coat	Globe	D0757G	EA	10					
4	GPS Turnout Pants	Globe	F2257G	EA	250					
5	PBI Max 7oz. Turnout Coat	FireDex	FXRCTPBI7EF	EA	250					
6	PBI Max 7oz. Turnout Pants	FireDex	FXRPTPBI7EF	EA	250					
7	Tecgen 71 Turnout Coat	FireDex	FXRCTTG71EF	EA	250					
8	Tecgen 71 Turnout Pants	FireDex	FXRPTTG71EF	EA	250					
9	Tecgen 51 Technical Rescue Coat	FireDex	TECGEN 51	EA	100					
10	Tecgen 51 Technical Rescue Pants	FireDex	TECGEN 51	EA	100					

Section 4 - Required Forms
Form Five

ITEM	DESCRIPTION	BRAND NAME	STYLE NUMBER	UOM	EST ANNUAL QTY	UNIT PRICE	EXT. PRICE	BIDDER'S EQUIVALENT	EQUIVALENT UNIT PRICE	EQUIVALENT EXT. PRICE
11	Particulate Barrier Hood	FireDex or PGI	H-41 or BarriAire Gold	EA	1200					
12	Asheville – Turnout Gear Coat	Morning Pride	LTO-41i3TB	EA	50					
13	Asheville – Turnout Gear Pant	Morning Pride	LTO-41i3PB	EA	50					
							TOTAL:		TOTAL:	
PRICING OPTIONS:										
14	Guard Jacket Component	Globe								
15	Guard Pant Fly Component	Globe								
16	Guard Pant Cuff Component	Globe								

Total Bid Price must include all equipment, labor, delivery, installation, consultation, vendor profit and all other costs associated with this project. No additional costs will be allowed.

1. Administrative Fees:

The Company **shall** submit a **minimum** of one (1) percent of overall CCPA Program spend by the City and Participating Public Agencies during the term of the Contract to the City as an Administrative Fee. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend. The Company shall indicate their Administrative Fee below:

_____%

2. Non-Core Items – Fixed Percentage Discount

The Company **shall** provide a fixed percentage discount from the List Price (list price less discount) included in the Company’s most current full line catalog identified in the Specifications for all other items (Non-Core) included in the catalog for the life of the Contract.

- a. Insert the verifiable catalog name/edition: _____
- b. Insert the fixed percentage discount for Non-Core Items: _____

3. Pricing Incentives and Rebates:

Please identify any incentive and rebates offered based on volume, dollar amounts, core credits or other criteria below:

Rebate Description	Amount or Percentage

Payment Terms: _____

Delivery After Receipt of Order: _____

The undersigned hereby certifies the Bidder has read the terms of this Bid document, including the sample Contract (Section 5) and is authorized to bind the firm to the information herein set forth.

Date: _____

Company: _____

By: _____
Print name and title of signatory

Signature: _____

NON-DISCRIMINATION PROVISION

ITB # 269-2020-031

FIREFIGHTING TURNOUT GEAR

All requests for bids or Bids issued for City contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing the enclosed Bid, the Bidder has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientation, gender identity, gender expression or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid submitted with this certification, and terminate any contract awarded based on such Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder to any remedies allowed thereunder, including possible disqualification from participating in City contracts or bid processes for up to two years.
4. As a condition of contracting with the City, the Bidder agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid and to any contract awarded on such bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder to any remedies that are allowed thereunder.
5. As part of its bid, the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

REFERENCES

ITB # 269-2020-031

FIREFIGHTING TURNOUT GEAR

Company Name: _____

List three (3) clients excluding the City of Charlotte, for whom you have provided services similar to those outlined in this Invitation to Bid, for reference check:

NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	
NAME OF FIRM:	
ADDRESS OF FIRM:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
FAX NUMBER:	

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

ITB # 269-2020-031

FIREFIGHTING TURNOUT GEAR

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

(Print Name)

Signature

Title

Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

BYRD ANTI-LOBBYING CERTIFICATION

ITB # 269-2020-031

FIREFIGHTING TURNOUT GEAR

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ (the "Company"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

(Print Name)

Company Name

Authorized Signature

Address

Date

City/State/Zip

CCPA PLAN

ITB # 269-2020-031

FIREFIGHTING TURNOUT GEAR

Pursuant to N.C. G.S. 160A-461 and 143-129(e)(3), the City of Charlotte, Finance Department - City Procurement has established the Charlotte Cooperative Purchasing Alliance (CCPA). The purpose of the CCPA is to allow other public agencies regionally and nationwide to use contracts competitively solicited and awarded by the City of Charlotte (herein "City"). Combining the volumes of government agencies achieves cost effective pricing and reduces the administrative and overhead costs of suppliers and public agencies alike. By providing a comprehensive and competitively solicited Contract through a single bid process, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), state, other government agency or nonprofit organization can utilize the subsequent contract(s) without the need for further solicitation. Companies should consider the potential volumes when responding to this ITB. Participation by other entities is strictly voluntary and no volumes are guaranteed. Participating Public Agencies will be required to register to purchase products or services through the CCPA.

More information about the CCPA can be found on the CCPA website at: www.charlottealliance.org.

The objective of this ITB is to utilize participation among the City, as well as various other Participating Public Agencies, to provide low cost reliable Products and Services. The Company must agree to receive orders from the City and all Participating Public Agencies and to provide all Services ordered to a specified City and Participating Public Agency address.

Companies shall include in detail how they will serve all Participating Public Agencies as it relates to the CCPA. Currently the CCPA has approximately 380 registered Participating Public Agencies in Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, West Virginia, and Wisconsin.

Please address the following:

1. Describe your company's ability to provide Products/Services to any Participating Public Agencies in the contiguous 48 states; and the ability to deliver Products/Services in Alaska and Hawaii.
2. Address if your company has a national sales force, dealer network or distributor with the ability to serve Participating Public Agencies in all 50 U.S. states.
3. How will you monitor and report all spend by City/Participating Public Agencies to the City for auditing purposes?

The City will post all awarded contracts on the CCPA website, along with the respective vendor information. Please address the following accordingly:

1. Will your company allow the City to utilize their organization's logo on the CCPA website?
2. Will your company be willing to advertise the CCPA logo and website on your organization's website?
3. How do you plan to market the Contract(s) to other Participating Public Agencies?

LICENSED DISTRIBUTOR LETTER

ITB 269-2020-031

FIREFIGHTING TURNOUT GEAR

Bidders must provide a letter from the manufacturer with their Bid Response Package that states the Bidder is an authorized distributor.

SAMPLE CONTRACT

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER**

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT NO. _____
CONTRACT TO PROVIDE
FIREFIGHTING TURNOUT GEAR**

This Contract (the "Contract") is entered into as of this ___ day of _____ 2020 (the "Effective Date"), by and between (insert Company name), a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

STATEMENT OF BACKGROUND AND INTENT

- A. The City on behalf of itself, South Carolina entities to include Beaufort County, Buffalo-Mt. Pisgah Fire Department, Burton Fire District, Cherokee Springs Fire Department, City of Charleston, City of Greenville, City of Greer, City of Marion, City of Mullins, City of Myrtle Beach, City of North Myrtle Beach, City of Spartanburg, City of West Columbia, County of Lexington, Darlington County, Duncan Fire Department, Florence County, Georgetown County, Horry County, Lancaster County, Oconee County, Richland County School District One, Rock Hill School District Three, Surfside Beach Fire Department, Town of Aynor, Town of Pamplico, and Ware Shoals Fire Department, and all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, Tennessee, Texas, Virginia, Washington, West Virginia, and Wisconsin, any city, county, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both private and public), other government agencies or nonprofit organizations that elect to access the Contract (herein "Participating Public Agency") through the Charlotte Cooperative Purchasing Alliance (CCPA) issued an Invitation to Bid (ITB #269-2020-031) dated January 21, 2020 requesting Bids from qualified firms to provide the City and other public agencies supported under this Contract with Firefighting Turnout Gear, hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB."
- B. The Company submitted a Bid in response to ITB # 269-2020-031 on _____, 2020. This Bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this Contract on _____, 2020 to the Company to provide Firefighting Turnout Gear to the City all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

A G R E E M E N T

- 1. INCORPORATION OF EXHIBITS.** The following exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:
- Exhibit A: Pricing Sheet (Bid Response Form 5 as submitted by the Company)
- Exhibit B: Specifications

Exhibit C: Bid Response Forms

Exhibit D: Additional Materials

Exhibit E: Federal Contract Terms and Conditions

Each reference to this Contract shall be deemed to include all Exhibits. With the exception of Exhibit E (Federal Contract Terms and Conditions), any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit E and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit E shall prevail. The materials in Exhibit D shall be deemed incorporated into this Contract only to the extent they do not conflict with the main body of this Contract or any of the other Exhibits. Any conflict between Exhibit D and any other Exhibit shall be resolved in favor of the other Exhibit. Any limitations of liability, limitations of warranty, exclusion of damages or similar terms contained in Exhibit D shall be deemed in conflict and shall be excluded. Each reference to (insert company name) in the Exhibits and Appendices shall be deemed to mean the Company.

2. DEFINITIONS. The following terms shall have the following meanings for purposes of this Contract (including all exhibits):

2.1 **EFFECTIVE DATE.** The term “Effective Date” refers to the effective date identified in the first paragraph of this Contract.

2.2 **PARTICIPATING PUBLIC AGENCY.** The term “Participating Public Agency” shall mean all local government agencies and non-federal government agencies within Arizona, California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, Washington, and West Virginia, any city, county, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both private and public), other state agencies or nonprofit organizations providing services on behalf of government agencies and have the authority to purchase from another public agency’s competitively solicited contract.

2.3 **PRODUCTS.** The term “Products” shall mean Firefighting Turnout Gear and all other related items the Company agreed to provide to the City in its Bid.

2.4 **SERVICES.** The term “Services” shall include all services that the Company agreed to provide to the City in its Bid.

3. TERM. The initial term of this Contract will be for one (1) year from the Effective Date with an option to renew for four (4) additional one-year terms. This Contract may be extended only by a written amendment to this Contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City’s facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

- 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of this Contract.
5. **OPTIONS AND ACCESSORIES.** The City may, in its discretion, purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION.** The company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.
7. **ADMINISTRATIVE FEE.** The Company shall pay the City a quarterly administrative fee in the amount of 1% of all CCPA Program Spend by the City and Participating Public Agencies during the term of the Contract. The Administrative Fee shall be paid no later than thirty (30) days after both parties mutually agree to the quarterly report outlining the CCPA spend.
8. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the unit prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
9. **PRICE ADJUSTMENT.**
- 9.1 The price(s) stated in this Contract shall not increase for the entire one-year term of this Contract. The prices shall also not increase during the four (4), one-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:
- 9.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 9.1.2 To obtain approval for a price increase, the Company shall submit a written request to the City Procurement representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
City of Charlotte
Department of General Services
City Procurement
600 East Fourth Street
Charlotte, NC 28202
- 9.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of this Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of this Contract.
- 9.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in

writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

9.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

9.3 If a Product becomes unavailable, or if a new Product becomes available, the Company will promptly send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

10. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one (1) copy of each invoice to cocap@charlottenc.gov. The Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one (1) copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice; (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice.

11. CONTRACT MONITORING. The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

12. REPORTING. The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

13. AUDIT. During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

- 14. GENERAL WARRANTIES.** Company represents and warrants that:
- 14.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of _____, and is qualified to do business in North Carolina;
 - 14.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 14.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 14.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 14.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 14.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 15. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 15.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 15.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 15.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 15.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 16. COMPLIANCE WITH LAWS.** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 17. DELIVERY TIME.** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 18. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade

workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By “new”, the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter’s codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

19. DESIGN AND/OR MANUFACTURER REQUIREMENT. All Products and Services shall meet the Specifications set forth in Section 3 of the ITB.

20. INSPECTION AT COMPANY’S SITE. The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days’ notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY.

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City’s purchase order or in the Contract.

21. ACCEPTANCE OF PRODUCTS/SERVICES. The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company’s expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. GUARANTEE. Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

- 23. NO LIENS.** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
- 24. MANUFACTURER OR DEALER ADVERTISEMENT.** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
- 25. RIGHT TO COVER.** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - b. Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- 26. RIGHT TO WITHHOLD PAYMENT.** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. LIQUIDATED DAMAGES.** The Company acknowledges and agrees that the City may incur costs if the Company fails to meet the certain requirements set forth in the Specifications (including without limitation the opening date requirement, delivery times, inventory levels, accurate invoices and reporting requirements). The Company further acknowledges and agrees that: (a) the City may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth in the Specifications.
- 28. OTHER REMEDIES.** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
- 29. TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
 - 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the

Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
- 29.8.3 Performing the transition service plan activities;
- 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
- 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

- 30. **NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
- 31. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City’s best interest.
- 32. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 33. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker’s compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term “Indemnitees” means the City, any federal agency that funds all or part of this Contract, and each of the City’s and such federal agency’s officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term “Charges” means any and all losses, damages, costs, expenses (including reasonable attorneys’ fees), obligations, duties, fines, penalties, royalties,

interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

- 34. INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- a. **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- b. **Commercial General Liability:** Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- c. **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Section, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include this Contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

- 35. COMMERCIAL NON-DISCRIMINATION.** As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

- 36. COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
- 37. WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
- 38. BACKGROUND CHECKS.** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products

or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

- a. Criminal records search,
- b. Identification verification; and
- c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

39. RESERVED.

40. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:	For the City:
	Kay Elmore
	City of Charlotte
	City Procurement
	600 East Fourth Street, 9 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-2524
Fax:	Fax: 704-632-8252
E-mail:	E-mail: kelfmore@charlottenc.gov

With Copy To:	With Copy To:
	Adam Jones
	City of Charlotte
	City Attorney's Office
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-3012
E-mail:	E-mail: amjones@charlottenc.gov

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

41. SUBCONTRACTING. The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

42. FORCE MAJEURE. Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- a. Could not have been prevented by reasonable precaution;
- b. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- c. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

43. CONFIDENTIALITY.

43.1. DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

43.1.1. Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

43.1.2. Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

- 43.1.3. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 43.1.4. Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 43.1.5. Citizen or employee social security numbers collected by the City.
- 43.1.6. Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 43.1.7. Local tax records of the City that contains information about a taxpayer's income or receipts.
- 43.1.8. Any attorney / client privileged information disclosed by either party.
- 43.1.9. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 43.1.10. The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 43.1.11. Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 43.1.12. Billing information of customers compiled and maintained in connection with the City providing utility services.
- 43.1.13. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 43.1.3 through 43.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

- 43.2. **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - 43.2.1. Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 43.2.2. Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent,

subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

- 43.2.3. Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 43.2.4. Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 43.2.5. Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 43.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 43.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 43.2.8. Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - 43.2.9. Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.
- 43.3. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 43.3.1. Was already known to Company prior to being disclosed by the City;
 - 43.3.2. Was or becomes publicly known through no wrongful act of Company;
 - 43.3.3. Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 43.3.4. Was used or disclosed by Company with the prior written authorization of the City;

- 43.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 43.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

44. MISCELLANEOUS.

- 44.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the foregoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 44.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 44.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 44.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 44.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 44.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the foregoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

- 44.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 44.8 **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 44.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 44.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers’ compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 44.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 44.12 **SURVIVAL OF PROVISIONS.** Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- | | |
|------------|---|
| Section 3 | “Term” |
| Section 13 | “General Warranties” |
| Section 14 | “Additional Representations and Warranties” |
| Section 22 | “Guarantee” |
| Section 28 | “Other Remedies” |
| Section 29 | “Termination” |
| Section 33 | “Indemnification” |
| Section 34 | “Insurance” |
| Section 40 | “Notices” |
| Section 43 | “Confidentiality” |
| Section 44 | “Miscellaneous” |
- 44.13 **NON-APPROPRIATION OF FUNDS.** If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which

funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

44.14 NC REQUIRED TERMS. The following terms are incorporated into this Contract for compliance with state law:

44.14.1 E-Verify. Company will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

44.14.2 NC Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the “Treasurer’s IDA List”); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the “Treasurer’s IB List”); and (iii) it will not take any action causing it to appear on the Treasurer’s IDA List or the Treasurer’s IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer’s IDA List or the Treasurer’s IB List at any time before or during the term of this Contract.

44.15 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City’s execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate.”

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

[INSERT COMPANY NAME]

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE**

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

**EXHIBIT A – PRICING SHEET
FORM 5 OF ITB #269-2020-031**

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT B – SPECIFICATIONS
SECTION 3 OF ITB #269-2020-031 AND ALL ADDENDA

EXHIBIT C – BID RESPONSE FORMS
SECTION 4 OF ITB #269-2020-031

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT D – ADDITIONAL MATERIALS

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT E – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the _____ (the “Contract”) between the City of Charlotte and COMPANY NAME (the “Company”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Company shall notify the City immediately. The Company’s completed Form 8 – Vendor Debarment Certification is incorporated herein as Form 8.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - c. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. The Company's completed Form 9 – Byrd Anti-Lobbying Certification is incorporated herein as Form 9.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.
11. **Remedies.**
- 14.1 **RIGHT TO COVER.**
If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits), the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.

14.2 **RIGHT TO WITHHOLD PAYMENT.**

If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

14.3 **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.**

The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

14.4 **SETOFF.**

Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

14.5 **OTHER REMEDIES.**

Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

12. Termination for Convenience and for Cause.

15.1 **TERMINATION FOR CONVENIENCE.**

The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.

15.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.**

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

13. Indemnification.

16.1 INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section XX shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Charlotte Cooperative Purchasing Alliance (CCPA) Master Intergovernmental Cooperative Purchasing Agreement will allow a Participating Public Agency to purchase commodities and/or services from any and all CCPA Contracts, under the same terms, conditions and prices as stated in each contract competitively solicited and awarded by the City of Charlotte, North Carolina (“Contracting Agent”) on behalf of itself and all other public agencies. It is hereby agreed to by CCPA and the Participating Public Agency (Participants) that:

1. CCPA has followed procurement procedures for products and/or services offered by this Agreement in accordance with CCPAs governing procurement statutes and regulations.
2. The cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
3. It is the sole responsibility of each Participating Public Agency to follow their state procurement statutes as it pertains to cooperative purchasing, and the rules and regulations that govern each Participant’s procurement practices.
4. CCPA cooperative purchasing contracts are available to Participating Public Agencies “as is,” and CCPA is under no obligation to revise the terms, conditions, scope, price, and/or other conditions of the contract for the benefit of the Participants.
5. It is the sole responsibility of the Participating Public Agency to accept delivery of products and/or services, and the Participants hereby agree to make timely payments to each Company for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Participating Public Agency and the Company are to be resolved between the Participating Public Agency and the Company.
6. The City of Charlotte shall not be held liable for any costs, damages, expenses, fees, or liabilities incurred by any other Participating Public Agency as a result of any contract or other arrangement entered into between that Participant and the Company.
7. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. This Agreement incorporates all Contracts, covenants and understandings between CCPA and the Participating Public Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed, or amended except by written revision or addendum executed by both parties.
9. This agreement is non-exclusive and shall not in any way preclude Participating Public Agencies from entering into similar agreements and/or arrangements with other Cooperative Purchasing Programs, or from acquiring similar goods and services from other sources.
10. This agreement shall take effect after the Participating Public Agency submits the competed electronic CCPA registration and shall remain in effect until termination by a party giving 30 days written notice to the other party.