



Department of Finance  
City Hall Room 105A, 30 Church Street  
Rochester, New York 14614-1281  
www.cityofrochester.gov

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**PRINTED NAME OF BIDDER**

**FIREFIGHTER TURNOUT GEAR**

Invitation to Bid No. 425970      Issued: January 12, 2015

PURCHASING BUREAU CONTACT: Tammy M. Macon, Purchaser (585)428-7389

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded:

**BID OPENING: Thursday, January 29, 2015, at 11:00 a.m.**

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appear immediately following this title page and are incorporated into the bidding document and contract by reference.

**CONTRACT CHARACTERISTICS**  
(For definitions or explanations, see General Conditions)

Type of Contract: **FIXED PRICE, TERM CONTRACT WITH OPTION TO EXTEND**

Bid Deposit Requirement: **NONE**

Performance Security Requirement: **NONE**

Insurance Requirement: **NONE**

Samples Requirement: **WITHIN TEN DAYS OF REQUEST**

Descriptive Literature/Technical Data Requirement: **YES**

**BIDDERS:** Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



# FIREFIGHTER TURNOUT GEAR

## 1. SCOPE AND CLASSIFICATION

- 1.1 It is the intent of the City of Rochester to establish a contract for Turnout Gear for use by the Rochester Fire Department.
- 1.2 This protective clothing is to be used in conventional structural fire fighting only to protect the main body, excluding hands, and feet against temperature extremes, steam, hot water, hot particles and other hazards encountered during fires and related emergencies. This protective clothing is not proximity or entry gear, and is not designed to be kept in direct contact with flames.

## 2. MANUFACTURERS

- 2.1 The manufacturers and products cited in this specification are used to establish the minimum acceptable standards for items the City of Rochester intends to purchase. Styling, design/construction, workmanship and color selection availability are essential to this contract. In those cases where a manufacturer or brand name is cited, it is intended to establish the minimum level of quality, design or composition for items which will be acceptable by the City of Rochester. Comparable items of other manufacturers which meet or exceed these specifications will be considered as alternates.
- 2.2 Approved products named in the specification are pre-qualified, but not intended to exclude from consideration an equivalent product of a financially sound, established manufacturer which meets or exceeds all specified requirements and contract conditions. Proposed substitutions must be equivalent in construction and appearance and/or meet approval of the Rochester Fire Department.
- 2.3 Bids based on manufacturers or products other than specified in the Proposal, must be clearly identified as such, and bidders must include detailed fabric and feature/construction specifications for each article with their bid. A list of users must also be included with the bid to be considered.
- 2.4 In the event that an apparent low bidder proposes an alternate, the burden of proof to demonstrate equivalency will rest entirely with the bidder. The bidder will be required to demonstrate equivalency by providing samples and technical specifications.
- 2.5 The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contain major or minor variations from specification requirements but may comply substantially therewith.

## 3. SPECIFICATIONS

See Appendix "A" and Appendix "B".

## FIREFIGHTER TURNOUT GEAR

### 4. SAMPLES

- 4.1 Bidders are required to submit one (1) sample Hood with their bid for review. Failure to submit this sample may result in rejection of the bid.
- 4.2 Other samples may be required. An exact production sample of the garment bid must be submitted within ten (10) days after written notification at no cost to the City.
- 4.3 Failure to submit samples or technical information as required will be cause for rejection of bid.
- 4.4 Acceptable equivalents will be determined by the Purchasing Agent, whose decision will be final.
- 4.5 Samples will be available for pickup after evaluations are complete. The vendor must make all arrangements for the return of their samples within ten (10) days after written notification or they will become property of the City of Rochester.
- 4.6 Samples of the low bidder will be retained by the Rochester Fire Department for the life of the contract.

### 5. QUANTITIES

- 5.1 The quantities shown on the Proposal pages are estimates and are based on anticipated purchases during the contract term.
- 5.2 The City will make no guarantees regarding the quantities which will actually be ordered.
  - 5.2.1 Quantities may be substantially more or less than shown on the Proposal.
  - 5.2.2 The contract will be for the actual quantities ordered during the contract term on a City purchase order.
  - 5.2.3 The contractor must guarantee the price quoted regardless of actual quantity ordered.
- 5.3 The City reserves the right to negotiate a different price with the contractor for any large order that exceed the quantities shown in the Proposal. If the City cannot negotiate an acceptable price, the City reserves the right to seek separate bids for such orders.

### 6. METHOD OF AWARD

- 6.1 This contract will be awarded to the lowest responsive and responsible bidder who meets or exceeds the specification based on Total Bid Price.

## FIREFIGHTER TURNOUT GEAR

- 6.2 All costs associated with the purchase of these items must be included in the bid. No additional charges may be added once a contract is awarded and a purchase order has been issued.
- 6.3 Bidders must include in their bid price all reasonable and necessary transportation, shipping, handling and delivery charges.
- 6.4 Bidders must indicate on the Proposal what cost, if any, there will be to the City to provide NFPA 1851 certification to two (2) Department members to repair and maintain the turnout gear provided under this contract and the location of that training. The City reserves the right to reject a bid if the price quoted is unbalanced or not consistent with market conditions.

### 7. TERM OF CONTRACT

- 7.1 The term of this contract will commence on day of contract award and end January 31, 2016.
- 7.2 The City may extend this contract under the same terms and conditions for an additional three (3) years, in increments of one (1) year or less, provided such extension is mutually agreeable to the City and the contractor.

### 8. DELIVERY

- 8.1 Delivery shall be F.O.B. Destination, within thirty (30) calendar days after receipt of order.
  - 8.1.1 The time required for the contractor to determine sizes of the personnel to be fitted shall be included in the thirty day delivery requirement.
  - 8.1.2 If this initial time frame is unacceptable, the bidder must enter on the Proposal Page the time in which guaranteed delivery will be made.
  - 8.1.3 One (1) complete set, per included specifications, to be sent for approval before delivery of initial order with fifteen (15) days of awarded bid.
- 8.2 The City reserves the right to reject any bids in which it considers the guaranteed delivery time to be unreasonable.

### 9. FAILURE TO DELIVER

- 9.1 If the contractor is unable to supply the requested goods within the designated time frame, due to factory delay, strike or any other unforeseen circumstance, he must notify in writing, the Purchasing Agent or his/her authorized agent as well as the Fire Department liaison of the delay and the anticipated delivery date. The City reserves the right to negotiate a revised delivery date that is acceptable to the City.

## FIREFIGHTER TURNOUT GEAR

- 9.2 At the City's option, upon the contractor's failure to furnish items under contract within the time periods stipulated herein, the City may purchase such items on the open market and/or find the contractor in default.
- 9.3 Any excess costs incurred as a result of such action shall be deducted from monies due to the defaulting contractor. In such cases, the defaulting contractor shall be liable for any excess procurement costs incurred by the City for the duration of the one (1) year contract period.

### 10. GUARANTEE

- 10.1 The coats, pants and hoods furnished under this contract shall be guaranteed to be free from defects in material and workmanship. Any garment found to be defective must be promptly repaired, to the NFPA Standard 1971 - current edition or be replaced without additional cost to the City.
- 10.2 The contractor shall, at no cost to the City, repair garments purchased under this contract for a period of one (1) year from date of delivery. Any garment damaged while being used as intended shall be returned to serviceable condition within thirty (30) days of the City's notice to contractor.

### 11. MEASURING/FITTING

- 11.1 As required by the Rochester Fire Department, the successful bidder shall provide on-site fitting of all Fire personnel utilizing this contract.
- 11.1.1 The contractor must be able to fit and furnish said items to both male and female personnel.
- 11.1.2 The City of Rochester requires the contractor to provide a trained turnout gear measurement specialist to fulfill this requirement.
- 11.1.3 All measurements and/or fittings shall be taken by the vendor within one (1) week of request at the requesting department's facility or other agreed upon location.
- 11.1.4 Authorized City personnel shall coordinate the time and location(s) of the fittings with the successful vendor.
- 11.2 The contractor must supply the Department with these measurements upon request.

### 12. ASSET TRACKING SERVICES

- 12.1 The contractor shall be capable of providing a Windows-compatible software program for the tracking of care, cleaning and maintenance of the department's Personal Protection Equipment (PPE).

## FIREFIGHTER TURNOUT GEAR

- 12.2 This tracking program shall meet or exceed all record-keeping requirements of standard NFPA 1851, Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles, 2001 Edition.
- 12.3 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.
- 12.4 The contractor 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. The contractor must be capable of guaranteeing the tracking program remains operational for the life of the manufacturer's specific gear. In addition provider shall grant to the customer a perpetual, non-exclusive license with unlimited end users and ability to run on any of the customer's servers
- 12.5 The contractor must have a service representative meet with Department representative(s) at the Department facility to review and resolve any issues or problems with the contract upon request of the Department. This service representative must also be accessible during routine business hours (8:30 a.m. – 5:00 p.m. EST) to assist as needed. The service representative must be located within a 75-mile radius of the City of Rochester.

### 13. BIDDER QUALIFICATIONS

- 13.1 Upon request of the City, bidder must demonstrate to the satisfaction of the City that the company has been in business selling and servicing firefighter turnout gear to municipalities comparable to the City of Rochester for several years. The bidder must provide at least five references upon request.
- 13.2 The Bidder must, upon request, demonstrate their ability to provide the services to the City of Rochester specified herein, in particular for fitting, traveling and delivery.

### 14. REQUEST FOR PRICE CHANGE

- 14.1 Prices bid for the specified items shall remain firm for the life of the contract.
- 14.2 Requests for price increases to take effect during a contract extension must be submitted with the offer to extend or earlier. A price increase may be considered under the following conditions:
  - 14.2.1 Written notification from the Manufacturer to the Vendor stating there will be a price increase and the dollar amount.
  - 14.2.2 Written notification from the Vendor to the City of Rochester Purchasing Agent requesting a price increase and accompanied by the Manufacturer's letter.

## FIREFIGHTER TURNOUT GEAR

14.2.3 The City can reject any price increase, choose not to extend and advertise for a new contract.

14.3 The decision to grant a price increase during the extension period will rest solely with the Purchasing Agent.

### 15. NON SPECIFIED ITEMS

15.1 The City reserves the right to negotiate prices for items that are comparable to but not included on the Proposal Pages. This option may be exercised for any related items required during the contract term.

15.2 The contract vendor must submit a written price quote to the Office of the Purchasing Agent for proper authorization and/or approval.

15.3 Items supplied or services rendered without prior approval of the Purchasing Agent or his/her designee will not be paid for by the City.

### 16. BIDDER IDENTIFICATION DOCUMENTS

Bidders are required to provide additional documentation as indicated in this section:

16.1 Bidder must submit along with Proposal Page, the bidder's W-9 Form.

16.2 Upon request of the City, the bidder must provide the City with one of the following:

16.2.1 A copy of the bidder's IRS Form SS-4 EIN Assignment Letter

16.2.2 A copy of the bidder's IRS Form 147C

### 17. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested.

### 18. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

18.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting

## FIREFIGHTER TURNOUT GEAR

competition, as to any matter relating to such prices with any other bidder or with any competitor;

- 18.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor;
- 18.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NON-OFFICIAL SPEC  
DO NOT USE

**FIREFIGHTER TURNOUT GEAR**

**PROPOSAL**

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception unless exceptions are clearly noted in this proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>EST. QTY</u>	<u>TOTAL</u>
1. TURNOUT COATS, 29", 32", 35", 40"			
Charcoal black	\$_____ each	x 75	\$_____
White	\$_____ each	x 12	\$_____
Khaki	\$_____ each	x 12	\$_____

\_\_\_\_\_  
Manufacturer & model number

2. BUNKER PANTS WITH SUSPENDERS

Charcoal black	\$_____ each	x 75	\$_____
Khaki	\$_____ each	x 12	\$_____

\_\_\_\_\_  
Manufacturer & model number

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

(Continued through Page 12)

**FIREFIGHTER TURNOUT GEAR**

**PROPOSAL**

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>EST. QTY</u>	<u>TOTAL</u>
<b>3. SUSPENDERS</b>			
H-style suspender (per set)	\$_____ each	x 25	\$_____
<hr/>			
Manufacturer & model number			

<b>4. HOODS</b>	\$_____ each	x 100	\$_____
<hr/>			
Manufacturer & model number			

<b>5. REFLECTIVE TRIM</b>			
3M Scotchlite™ triple trim, Lime/Yellow with silver center, 3" width, per roll	\$_____ roll	x 2	\$_____
<hr/>			
Manufacturer & model number			

<b>6. REFLECTIVE TRIM</b>			
Reflexlite <sup>R</sup> Brilliance with stripe, Lime/Yellow with silver center, 3" width, per roll	\$_____ roll	x 2	\$_____

\_\_\_\_\_  
Authorized Signature                      Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

(Continued through Page 12)

FIREFIGHTER TURNOUT GEAR

PROPOSAL

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>EST. QTY</u>	<u>TOTAL</u>
7. REFLECTIVE LETTERS			
3M Scotchlite™ Lime/Yellow letters, 2" height	\$_____ each	x 100	\$_____

\_\_\_\_\_  
Manufacturer & model number

8. REFLECTIVE LETTERS			
3M Scotchlite™ Lime/Yellow letters, 3" height	\$_____ each	x 100	\$_____

\_\_\_\_\_  
Manufacturer & model number

9. ACCESSORIES			
Metal D-clasps	\$_____ each	x 50	\$_____

\_\_\_\_\_  
Manufacturer & model number

\_\_\_\_\_  
Authorized Signature                      Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

(Continued through Page 12)

FIREFIGHTER TURNOUT GEAR

PROPOSAL

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>EST. QTY</u>	<u>TOTAL</u>
10. ACCESSORIES			
Metal snaps	\$ _____ each	x 100	\$ _____

\_\_\_\_\_  
Manufacturer & model number

TOTAL BID PRICE: \$ \_\_\_\_\_

Guaranteed Delivery: \_\_\_\_\_ days after receipt of order (ARO)

W9 \_\_\_\_\_ Yes

11. CERTIFICATION

Cost, if any to provide NFPA 1851 certification for two (2) RFD members to repair and maintain manufacturer's turnout gear

\$ _____ each	x 2	\$ _____
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Location of Training: City of Rochester Y \_\_\_ N \_\_\_ or write location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature                      Typed Name and Title of Authorized Signer

\_\_\_\_\_  
Typed Name of Company

(Continued through Page 12)

**FIREFIGHTER TURNOUT GEAR**

**PROPOSAL**

PRINT OR TYPE THE FOLLOWING INFORMATION:

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone & Fax Nos. Federal Employer ID No.

\_\_\_\_\_  
E-mail Address of Company Employee authorized to receive Contract Award & Extensions

Date: \_\_\_\_\_

\*\*\*\*\*

ACCEPTED BEHALF OF THE CITY OF ROCHESTER FOR:

\_\_\_\_\_

Contract No. \_\_\_\_\_ Contract Term: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Date: \_\_\_\_\_

**FIREFIGHTER TURNOUT GEAR**

**APPENDIX "A"**

NON-OFFICIAL SPEC  
DO NOT USE

# FIREFIGHTER TURNOUT GEAR

## GENERAL SPECIFICATIONS PROTECTIVE JACKET AND PANTS FOR STRUCTURAL FIRE FIGHTING

11.12.14

City of Rochester Fire Department, NY

### 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 fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

Comply  Exception

### SIZING

In order to insure 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:

#### Jackets:

Gender: Gender specific Mens and Womens patterns will be available.  
Chest: Even sizes  
Back Length: Mens 29", 32", 35", 40"  
                  Womens 26", 29"  
Body Shape: Straight and tapered (note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified)  
Sleeve: 1" increments

Jackets available in only one standard shape will not be acceptable.

Pants: The pants shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 68. The pant inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

Comply  Exception

### OUTER SHELL MATERIAL - JACKETS AND PANTS

The **Kombat Flex™** outer shell shall be constructed of 60/40 Kevlar®/PBI™ twill weave outer shell fabric with an approximate weight of 6.9 oz. per square yard. The Kombat Flex™ material shall be

manufactured by TENCATE and must be treated with **SSTÔ (SUPER SHELLTITE)** which is a durable water-repellent finish. Color of the garments shall be black.

Comply  Exception

## FIREFIGHTER TURNOUT GEAR

### THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE “**QUANTUM 4i**”; a Kevlar® filament and FR rayon/para-aramid/nylon, spun yarn Goldcheck™ face cloth quilted to two layers of 20%Pbi/80% DuPont Aramid aperture spunlace quilt. One layer shall weigh 1.4 osy and the second layer will weigh 1.8 osy, for a finished weight of approximately 7.3 oz. per square yard. A 7 inch by 9 inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, “stitch and turn” method. Further mention of “Thermal Liner” in this specification shall refer to this section.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### MOISTURE BARRIER - JACKETS

The moisture barrier material shall be W.L. GORE **CROSSTECH® black moisture barrier - Type 2F**, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon®) matrix having a continuous hydrophilic (i.e. water-loving) and oleophobic (i.e. oil-hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. Further mention of “Specified Moisture Barrier” in this specification shall refer to this section.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### Moisture Barrier - Pants

The moisture barrier material shall be W.L. GORE **CROSSTECH® 3-layer moisture barrier – Type 4A**, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate and a 1.8 ounce per square yard Nomex® woven fabric. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon) matrix having a continuous hydrophilic (i.e. water loving) and oleophobic (i.e. oil hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE SEAM® tape using a Series 6000 (or higher) GORE SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971 which directly includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and indirectly includes total heat loss (THL) and thermal protective performance (TPP). The moisture barrier shall be sewn to the thermal liner at the edges only and bound with bias-cut neoprene coated cotton/polyester binding. Further mention of “Specified Moisture Barrier” in this specification shall refer to this section.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape

## FIREFIGHTER TURNOUT GEAR

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.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR Velcro® fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the collar (see Collar section). 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 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 is completed.

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 shall be color coded to a corresponding snap tab in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514 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 with a Nomex Thread Tex Size T-90. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. **All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.**

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### JACKET CONSTRUCTION

#### 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.

## FIREFIGHTER TURNOUT GEAR

One-piece outer shells shall not be acceptable.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### AXTION® BACK

The jackets shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION® sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem.

The thermal liner shall have a single inverted pleat located at the upper middle of the back, corresponding to the added length in the shell provided by the AXTION® back pleats. **It will be designed to expand with the outer shell pleats to provide maximum expansion.**

The moisture barrier shall be designed with darts corresponding to the added length in the shell provided by the AXTION® back pleats. **The darts are positioned at the shoulder blades of the moisture barrier, outside of the SCBA straps and work together with the outer shell and the thermal liner pleats in the AXTION® back providing maximum expansion.** The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### LOGOS

The garment brand shall be identified by means of red FR Nomex thread embroidery on the top of the right collar denoting "GLOBE" as the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. 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 an FR strap. The DRD shall be removable for laundering. The access port will be covered by an outside flap of shell material, 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. Flimsy, rope-style DRD straps will not be considered.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### LINER ACCESS OPENING (JACKET)

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide FR Velcro® fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar. This opening shall run the full length of the collar for the purpose

## FIREFIGHTER TURNOUT GEAR

of inspecting the inner surfaces of the jacket liner system. The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four Ara-Shield® snap fasteners at each sleeve end. The outside perimeter of the AXTION® liner moisture barrier and thermal liner layers shall be bound together along the side and bottom edges with a bias-cut neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. Stitching used to secure the thermal liner and moisture barrier in place of the neoprene shall not be considered, since stitching is not able to provide the same level of abrasion resistance.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA..

The trim shall be in the following widths and shall be **NYC style**: 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC, this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life.

**Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life.** All trim ends shall be securely sewn into a seam for a clean finished appearance.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 8" lime/yellow 3M Scotchlite™ lettering on Row C reading: R

Each jacket shall have 2" lime/yellow 3M Scotchlite™ lettering inside the 8" letter R reading: FD

Each jacket shall have either 2" or 3" lime/yellow 3M Scotchlite™ lettering on the hanging letter patch reading: (FF NAME)

Each jacket shall have either 2" or 3" lime/yellow 3M Scotchlite™ lettering on Velcro Letter Patch on Row F reading: (OFFICERS RANK)

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### LETTER PATCH

## FIREFIGHTER TURNOUT GEAR

### FR Velcro® Letter Patch

Lettering on Row \_F\_ will be on a FR Velcro® letter patch. The FR Velcro® letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the back of the jacket with FR Velcro® hook & loop fastener tape.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### Hanging Letter Patch

The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will be sewn to the rear inside hem of the jacket.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a four-layer construction and be of two-piece design. The collar shall have a minimum of 3 rows of quilting. The outer layers shall consist of outer shell material, with a minimum of two-layers of specified moisture barrier sandwiched in between (see Moisture Barrier section). The rear inside ply of moisture barrier shall be sewn to the collar's back layer of outer shell at the edges only. The 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 of two piece design with the left and right halves of all component materials joined in the center by stitching, thereby permitting the collar to retain its proper shape and roll. The collar shall be minimum 3½ 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 input area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. Inside the collar, above the rear seam where it is joined to the shell shall be a strip of 5/8 inch wide FR Velcro® hook fastener tape running the full length of the collar. The collar's front layers of moisture barrier and outer shell shall have an additional strip of 5/8 inch wide hook fastener tape stitched to the inside lower edge and running the full length of the collar. These two inside strips of 5/8 inch wide FR Velcro® hook fastener tape sewn to the underside of the collar shall engage corresponding pieces of FR Velcro® loop fastener tape at the front and back neck area of the liner system.

The throat tab shall 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 3 inches wide at the center tapering to 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 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at

## FIREFIGHTER TURNOUT GEAR

the center.

Comply  Exception

### 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 approximately 3 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. There shall be wicking barrier constructed of Crosstech Black moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of 3/4" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

Comply  Exception

### STORM FLAP

A rectangular storm flap measuring approximately 6 inches wide and a minimum of 23 inches long (based on a 32" jacket) 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 bartacks.

Comply  Exception

### STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of four non-ferrous inward facing hook and dee rings plus FR Velcro® fastener tape on the storm flap. The inner closure hook and dee rings shall be riveted to the leading edges of the left and right jacket body panels. The rivets shall be reinforced on the inside of the respective body panels with leather. The inward facing hooks shall be installed on the right front body panel and the dee rings shall be installed on the left front body panel. The storm flap shall close over the left and right jacket body panels and shall be secured with FR Velcro® fastener tape. A 1½ inch piece of FR Velcro® loop fastener tape shall be sewn with four rows of stitching along the leading edge of the storm flap on the underside. A corresponding 1½ inch piece of FR Velcro® hook fastener tape shall be sewn with four rows of stitching to the left front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

Comply  Exception

### CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

## FIREFIGHTER TURNOUT GEAR

Each jacket front body panel shall have a 2 inch deep by 10 inch wide by 10 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 lower half of the pocket shall be reinforced with an extra layer of Kevlar material on the inside.* The pocket flaps shall be rectangular in shape, 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 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 FR Velcro® fastener tape. Two pieces of 1 ½ 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 1 ½ 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 accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### AXTION® SLEEVES

The sleeves shall be of two piece construction and contoured, having an upper and a lower 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.

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.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with black Ara-Shield® material. The cuff reinforcements shall not be less than 2 inch 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 will be considered unacceptable.

\_\_\_\_\_ Comply

\_\_\_\_\_ Exception

### WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS

## FIREFIGHTER TURNOUT GEAR

Each jacket shall be equipped with **Nomex® knit wristlets** not less than 4 inches in length and of double thickness with thumb loop. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be white.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will 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 is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Comply  Exception

### LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material 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. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

Comply  Exception

### LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7 inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder 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.

Comply  Exception

### RADIO POCKET

## FIREFIGHTER TURNOUT GEAR

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 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® 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 Velcro® 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 impermeable barrier 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 right chest. Radio pocket shall have trim over the bottom for an uninterrupted trim band on the chest.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the both sides for a dual antenna notch.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. The microphone strap shall be mounted above the radio pocket and shall be constructed of double layer outer shell material. There shall be two additional microphone straps, one located on the bottom right collar and one on the bottom left collar.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### SURVIVOR FLASHLIGHT HOLDER

Each jacket shall be equipped with a "Survivor" flashlight holder. An inward facing metal safety coat hook shall be triple riveted in a vertical position to the upper chest. The inward facing coat hook will accommodate the clip portion of the flashlight. Below the coat hook will be a strap constructed of outer shell material measuring approximately 2½ inches high and 9 inches wide, and will hold the barrel of the flashlight. The lower strap will be equipped with a 1½ inch by 2½ inch FR Velcro® closure at the front of the strap to facilitate easy removal of the flashlight. There shall be approximately 3 inches between the upper coat hook and lower strap. The "Survivor" flashlight holder shall be sewn to the jacket on the left chest.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### SELF MATERIAL TAKE UP STRAPS (JACKET)

## FIREFIGHTER TURNOUT GEAR

The jacket shall be equipped with two take up straps. The straps shall be constructed of approximately ½ inch wide self material and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps. The pull strap shall measure approximately 4 inches long, folded back through a metal buckle. The buckle shall point toward the front. The adjustment strap component shall measure approximately 8 inches long (finished dimension). The adjustment strap component shall be inserted through the buckle and the ends shall be stitched to the jacket. The take up strap pull-tabs shall pull toward the front to tighten. This shall allow for approximately 4 inches of adjustment per strap (8 inches overall).

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### **PANT CONSTRUCTION**

#### **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 Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

#### **LINER ACCESS OPENING (PANT)**

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 liner system shall have a reinforcement of black Nomex® Twill 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 at the right side of the waist, a minimum of 11 inches, for the purpose of inspecting the integrity of the pant liner system. There shall be no hook and loop used to close the liner access opening.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

#### **RETROREFLECTIVE FLUORESCENT TRIM**

The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Bottom of trim band shall be located approximately 3" above cuff.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

#### **REINFORCED TRIM STITCHING**

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC. this strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each

## FIREFIGHTER TURNOUT GEAR

edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax<sup>®</sup> has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life.

**Two rows of stitching used to attach the trim in place of the TrimTrax<sup>®</sup> shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life.** All trim ends shall be securely sewn into a seam for a clean finished appearance.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### WAISTBAND

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. 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 serged and 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 so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband only serve to save the manufacturer both money and labor and shall be considered unacceptable.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### PANT CLOSURE SYSTEM

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be attached to a leather strap that is triple riveted to the right front body panel in the waist area. A leather backed dee ring shall be riveted to the leading edge of the fly flap near the top. The snap hook shall engage the dee ring located on the fly flap when in the closed position.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### EXTERNAL / INTERNAL FLY FLAP

The exterior primary positive locking closure shall be an inward facing metal safety hook and dee ring. The safety hook shall be attached to a leather strap that is riveted to the left front body panel in the waist area and shall engage the dee ring located on the leading edge of the external fly flap. (See paragraph on waistband construction).

The internal fly flap closure shall consist of 1½ inch wide by full-length FR Velcro<sup>®</sup> hook and loop fastener tape. The FR Velcro<sup>®</sup> loop portion shall be sewn with four rows of stitching to the inside of the leading edge of the external fly flap. The corresponding portion of FR Velcro<sup>®</sup> hook fastener tape shall be sewn with four rows of stitching to the left front body panel positioned to engage the loop portion when the external fly flap is in the closed position.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### AXTION<sup>®</sup> KNEE

## FIREFIGHTER TURNOUT GEAR

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee will 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 pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will 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 pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### LINER KNEE THERMAL ENHANCEMENT

An additional layer of specified thermal liner and neoprene coated impermeable barrier material will be sewn to the knee area of the liner system for added protection and increased thermal insulation at contact points. 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.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be centered on the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable without opening up any seams of the outer shell of the pant.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of **Silizone**® foam sewn to the liner, sandwiched between the thermal liner and moisture barrier.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### EXPANSION POCKET

## FIREFIGHTER TURNOUT GEAR

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the **left leg** straddling the outseam above the knee and positioned to provide accessibility. The lower half of the expansion pocket shall be reinforced with a layer of Kevlar 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 flap shall be rectangular in shape, 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 flap 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 the 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 the pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. The pocket shall have 2 separate compartments splitting the inside of the pocket 60/40.

\_\_\_\_\_ Comply          \_\_\_\_\_ Exception

### ESCAPE SYSTEM POCKET (CROSBY)

One 2 inches deep by 7 inches wide by 9 inches high expansion pocket shall be placed over the outer leg seam at thigh level on the **right leg** to accommodate storage and deployment of a **Crosby descender system**. The pocket shall be sewn to the pant with two rows of lock stitching and shall provide two drain eyelets, installed at the bottom of the pocket, for water drainage. The pocket shall be reinforced with a layer of Dragonhide® material sewn to the outside. The Dragonhide® shall form an angled pocket on the front of the pocket with stitching down the middle of the reinforcement to fit a **Crosby style hook** with a smaller 1½ by 2½ inch pocket to the side of the center stitching. There shall be a layer of 2 inch black webbing at the bottom of the angled Dragonhide® pocket for additional reinforcement. The pocket flap shall be rectangular in shape and measure approximately 8½ inches by a minimum of 10½ inches, constructed of two layers of outer shell material and double stitched to the outer shell. The lower edge of the flap shall have **Silizone**® foam padding stitched between the two layers to allow a better grip on the flap. Two pieces of 1½ inch by 11 inch FR Velcro® hook shall be installed on the inside of the pocket flap (one on each side). Two pieces of 1 inch by 8 inches FR Velcro® loop shall be installed on the front of the pocket (one on each side). The upper left side of the pocket shall angle downward to allow a loop constructed of a double layer of outer shell material to be installed above the side angled edge of the pocket. This loop will hold a smaller carabiner inside the pocket. A self material cradle flap measuring approximately 5 inches will be installed 1 inch down inside the pocket. The cradle flap will attach to the front of the pocket with FR Velcro® hook and loop fastener tape measuring 1 inch by a minimum of 5 inches. This cradle flap shall support the hardware above the rope in the lower portion of the pocket.

\_\_\_\_\_ Comply          \_\_\_\_\_ Exception

### PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

## FIREFIGHTER TURNOUT GEAR

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### **PADDED RIP-CORD SUSPENDERS & ATTACHMENT**

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### **AXTION® SEAT**

The rise of the rear pant center back seam, 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 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### **TAKE UP STRAPS**

The pants shall be equipped with two take up straps. The straps shall be constructed of 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps. The rear strap component shall

## FIREFIGHTER TURNOUT GEAR

be constructed of black twill Nomex<sup>®</sup>. The rear strap shall measure 1 inch wide and 4 inches long, folded back to form a loop, and shall be backtacked to the pants. The loop shall hold a high temp thermoplastic buckle. The buckle shall point toward the front. The front strap component shall measure 1 inch wide by approximately 9 inches long (finished dimension). One end shall be folded back on itself to form a loop. A high temp thermoplastic slide fastener shall be captured within the loop. The front strap component shall be inserted through the buckle on the rear strap component, back through the slide fastener, and the end shall be backtacked to the pants. A pull-tab of 1 inch black Aramid twill shall be affixed to the slide fastener. The take up strap pull-tabs shall pull toward the front to allow for adjustment.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### 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 and a concave cut at the front 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. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### RAPPELLING HARNESS LOOPS

Each pant shall have a series of 10 Harness loops around the waist and inner thigh to accommodate a Gemtor harness. The loops will be constructed of a double layer of outer shell material and will be of a 2-piece design – top and bottom. The top and bottom of each loop will attach to each other with snap fasteners and flame resistant Velcro<sup>®</sup> hook & loop fastener tape sewn to the ends to accommodate donning of the harness. The loops will be equidistant located to accept the Rappelling Harness worn on the outside of the pant.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 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.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### 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  
Underwriters Laboratories classified mark

## FIREFIGHTER TURNOUT GEAR

Manufacturer's name  
Manufacturer's address  
Manufacturer's garment identification number  
Date of manufacture  
Size

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### 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 so certified and registered by checking either "Yes" or "No" in the space provided.

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

### BETTER BUSINESS BUREAU:

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### WARRANTY:

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### SIZING BY VENDOR:

Both male and female sizing samples shall be available.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

### BAR-CODE/RECORD KEEPING INTERFACE

## FIREFIGHTER TURNOUT GEAR

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacture
- Mark-For Data
- 

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

### PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

### EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

### COUNTRY OF ORIGIN

Jackets and Pants shall be manufactured in the United States.

APPENDIX "B"

NON-OFFICIAL SPEC  
DO NOT USE

# FIREFIGHTER TURNOUT GEAR

## HOOD SPECIFICATIONS FOR STRUCTURAL FIREFIGHTING CITY OF ROCHESTER, NY FIRE DEPARTMENT

### SCOPE

This specification details the design and materials criteria to afford protection to the head against adverse environmental effects during structural fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA standards for structural firefighters protective clothing.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

### 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.

NFPA 1500, 2002 edition, *Standard on Fire Department Occupational Safety and Health Program*

NFPA 1851, 2001 edition, *Standard on Selection, Care, and Maintenance of Structural Firefighting Protective Ensembles*

NFPA 1971, 2007 edition, *Standard on Protective Ensemble for Structural Firefighting*

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

### DESIGN CONCEPT (STYLING) AND CONSTRUCTION

The hood and materials shall meet or exceed both the design and performance requirements for as outlined in NFPA 1971.

The hood shall provide partial shoulder-to-shoulder coverage. The chest and back drape shall be of a "squared" shoulder design at least 16 inches (41 cm) wide at the shoulder and extend at least 6 inches (15.3 cm) below the neck seam at both the front and rear.

Seams across the top and down the back of the head shall be flat lock style.

Hood shall feature an over-sized head section with a face opening to provide an extra generous face opening that easily stretches to a minimum of 17 inches (43 cm) to provide superior donning and fit characteristics for any size firefighter's head.

All other seams in the body of the hood shall be heavy duty serged style. Hemming shall be by double folding one inch (2.5 cm) of fabric across the bottom of the hood to form a 0.5 inch (1.25 cm) finished hem that is double needle sewn.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

## FIREFIGHTER TURNOUT GEAR

### MATERIALS

The hood body shall consist of a double layer of a Carbon, Kevlar, P-84 blends, a double layer with a weight of approximately 16.0 to 17.0 ounces per square yard (524 to 576 grams per square meter).

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

### PACKAGING

Each hood body shall be individually packaged in a clear bag with all of the user information guides and information.

\_\_\_\_\_ Comply \_\_\_\_\_ Exception

NON-OFFICIAL SPEC  
DO NOT USE



**City of Rochester**

**Bureau of Purchasing**

**Department of Finance**

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.)

Subject to applicable Federal, State and Local laws, ordinances, rules, regulations and limitations, bids on all advertisements and invitations issued by the Department of Finance, Purchasing Bureau will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid.

### **CONDITIONS OF BIDDING**

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.
2. **Late Bids:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.
3. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
4. **Mailing of Bids:** Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 45 Days:** Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Payment Terms:** Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any

prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.

9. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.
10. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.
11. **Questions Re: Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

No inquiries, if received within five (5) days of the date set for the opening of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent by ordinary or certified mail, at the City's option, to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.

12. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.
13. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.
14. **Taxes:** The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.
15. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.
16. **Competency of Bidder:** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request evidence satisfactory to the Purchasing Agent of performance ability

and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

### BID DEPOSIT

17. **Bid Bond, Cash, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of New York, or by a cashier's check, certified business check, Treasurer's check or other direct obligation drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Rochester, unless the bidder has on file with the Purchasing Agent an annual bid bond approved by the City with an uncommitted balance equal to the certified check requirements. When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.

18. **Annual Bid Bonds:** Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than Three Thousand Five Hundred Dollars (\$3,500.00). If at any time the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after his notification the required performance bond, shall forfeit to the City of Rochester as liquidated damages their bid deposit. At its option, the City shall have the right to accept cash, certified checks, letters of credit or such other security as the City deems appropriate in satisfaction of the foregoing bond requirements.

20. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Bidders who are not awarded a bid must remove their samples as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.

Bidders shall make all arrangements for delivery of samples to place designated by the City as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages should be marked "Samples for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

## SPECIFICATIONS

21. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

## AWARD

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder where investigation shows the bidder is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent:

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.

e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.

f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

l) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. **Notice of Acceptance:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.
25. **Tie Bids:** If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.
26. **Resident Bidders - Preference:** Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.
27. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
29. **Availability of Funds:** The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.
30. **Contract Alterations:** The contractual terms, conditions and provisions of this contract, including all general conditions and instructions to bidders, shall not be modified by the bidder. The Purchasing Agent shall have the right, at his option, to treat any bid submitted with additional or differing contract provisions as informal or to ignore such additional provisions and to award as if

such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization signed by the Purchasing Agent, and any other alteration or modification that is not signed by the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.

31. **Term of Contract:** This contract shall remain in force for the period specified unless extended by mutual consent of both parties or terminated as provided herein.
32. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
33. **Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
34. **Default:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.
35. **Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.

37. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

38. **Equal Employment Opportunities:**

a) The City of Rochester, New York reaffirms its policy of Equal Opportunity in its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs and activities. The City is including this policy statement in all bidding documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and Federal regulations 31 CFR Part 51 and shall submit documentation regarding Equal Employment Opportunity upon the City's request.

b) Definitions:

1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American, or American Indian ethnic or racial origin and identity.

c) Compliance. The Contractor shall comply with all of the following provisions of the Equal Employment Opportunity Requirement:

1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.

2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can

demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

39. **Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment:**

1. The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2. If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reasons for such non-support of fair employment.

40. **Guarantee:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit 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 as least detrimental to the operation of City business.

41. **Placing of Orders:** Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.

42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

#### DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be

made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.
46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

The Purchase Order Number

The Name of the Article and Stock Number (Supplier's)

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.
48. **General Guaranty:** Contractor agrees to:
- a) save the City, its agents and employees harmless from liability of any nature or kind for the use of copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
  - b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - c) furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors for which he or his workmen are responsible.
  - d) pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and the State of New York.
49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be

alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

Any person executing a false statement or violating the provisions of this section shall be subject to possible prosecution.

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.
55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the

State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.

56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.
59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

## NOTICE TO BIDDERS

Effective October 1, 1984, Section 38, Part a) of the General Conditions and Instructions to Bidders incorporated in this document has been amended to read:

38. Equal Opportunities:

- a) The City of Rochester, New York reaffirms its policy of equal opportunity in its commitment to require all contractors, lessors, vendors, and suppliers doing business with the City to follow a policy of equal opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs or activities. The City is including these policy statements in all bidding documents, contracts, and leases. Contractors, lessors, vendors, and suppliers shall agree to comply with State and Federal equal opportunity laws and regulations and Federal regulation 31 CFR Part 51 and shall submit documentation regarding equal opportunity upon the City's request.

Effective June 15, 1989, the General Condition and Instructions to Bidders incorporated in this document has been amended by the insertion of the following new section:

38(A). Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment

- 1) The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.
- 2) If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reason for such nonsupport of fair employment.