

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Purchase of Turnout Gear for Fire Department

Item/Project

Fire Department

Responsible Department

Wednesday, October 5, 2022 on or before 2:00 PM local time

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

**Purchase of Turnout Gear
Fire Department**

LEGAL NOTICE
Ordinance 69/2022

The Director of Public Safety of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Wednesday, October 5, 2022**, for the purpose of entering into a 1-year supply contract (with the option of a 30-day extension at the sole discretion of the City of Canton) for:

Purchase of Turnout Gear for Fire Department

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, October 5, 2022. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Fourth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Bid posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/448/Purchasing-Procurement>.

A certified check, cashier's check or surety bond made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Safety as a guaranty the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his \$500.00 security, the City will disqualify the bid. The Director of Public Safety reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Each bid must contain the full name of every person or company participating in the bid.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

All companies must submit their Federal ID Number for IRS purposes.

The bidder is responsible for monitoring the above named website for any official addenda.

It is requested that the bidder print the entire Invitation to Bid and submit an original bid packet in its entirety.

Please contact Assistant Director of Purchasing Katie Wise at purchasing@cantonohio.gov if you have any questions regarding this bid.

By order of the Director of Public Safety: Andrea M. Perry
Published in the Canton Repository: September 20 and September 27, 2022

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Section I: Table of Contents and Bidder's Checklist

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Canton. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

- _____ Cover sheet
- _____ Legal Notice
- _____ Section I: Table of Contents and Bidder's Checklist
- _____ Section II: Bid Forms and Instructions
 - _____ Bid Form Instructions
 - _____ Bid Form 1: Bidder and Contractor Employment Practices Report
 - _____ Bid Form 2: Authority of Signatory
 - _____ Bid Form 3: Bid Guaranty
 - _____ Bid Form 4: Bidder Information
 - _____ Bid Form 5: Non-Collusion Affidavit
 - _____ Bid Form 6: Insurance Requirements
 - _____ Bid Form 7: Affidavit for Foreign Corporations
 - _____ Bid Form 8: Personal Property Tax Certification (ORC 5719.042)
 - _____ Bid Form 9: Certification – Auditor of the State of Ohio
 - _____ Bid Form 10: Articles of Incorporation
 - _____ Bid Form 11: W9 Tax From
- _____ Section III: City of Canton Income Tax Information
- _____ Section IV: Canton Codified Ordinances
- _____ Section V: Bid Specifications
- _____ Section VI: Proposal and Signature Pages

Section II: Bid Forms and Instructions

Bid Form Instructions

Failure to submit bid forms 1 through 6 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 7 through 11 will be required of the successful bidder but may be submitted after the awarding of the contract.

*****The City of Canton does encourage bidders to submit all bid forms with their bids*****

Bid Form 1: Bidder and Contractor Employment Practices Report

This form is designed to provide an evaluation of a bidder's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

Bid Form 2: Authority of Signatory

The authority of the bid signatory must be established. Bid Form 2 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and instructions as to how signature authority is commonly established.

Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Safety as a guaranty the contract and its performance are properly secured if the bid is accepted.

Bid Form 4: Bidder Information

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the City after the receipt of bids. Low bidders may be interviewed by the City and shall furnish such information as the City may deem necessary to consider prior to making an award.

Bid Form 5: Non-Collusion Affidavit

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided.

**Purchase of Turnout Gear
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Bid Form 6: Insurance Requirements

The successful bidder will be required to have the required insurance as outlined in Bid Form 6 and should be prepared to submit proof thereof.

All bidders would be well advised to consult their insurance agents as soon as possible so that all questions and concerns can be given due consideration.

Bid Form 7: Affidavit for Foreign Corporations

A successful bidder who is a foreign corporation, **(a corporation not chartered in the State of Ohio)**, will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

This form/certification must be retyped on the successful bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

Bid Form 9: Certification – Auditor of the State Of Ohio

This form is used to certify that the bidder does not have outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio.

Bid Form 10: Articles of Incorporation

The successful bidder may be required to submit a copy of the company's articles of incorporation.

Bid Form 11: W9 Tax Form

Please provide an up to date copy of your Company's W9.

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Bid Form 1: Bidder and Contractor Employment Practices Report

**Bidder and Contractor Employment Practices Report
City of Canton Office of Compliance**

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

1. Reporting Status
A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

Evaluation (Office Use Only)

- ☐ Compliant
- ☐ Non-Compliant
- ☐ Follow up needed _____

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III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

MALE:

FEMALE:

Categories	Overall Total	Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
Total:											

REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

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VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations requires each vendor, contractor, and material suppliers working on City projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) _____ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name:

Signature:

Title:

Date of Signing:

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Bid Form 2: Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

_____ The party bidding is a sole partnership.

_____ The party bidding is a partnership and the party signing is one of the partners.

_____ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

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Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Safety as a guaranty the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the **certified check, cashier's check or bid bond for five hundred (\$500.00) dollars**. The City of Canton will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City will disqualify the bid.

The Director of Public Safety reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Please place your bid guaranty at the front of your submitted bid.

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Bid Form 4: Bidder Information, Page 1

1. The Bidder shall provide the following information as part of its bid.

- a. Name of Bidder _____
- b. Business Address _____

City State Zip
- c. Business Telephone Number (____) _____
- d. Person, address, email and telephone to whom official notices are to be sent _____

- e. Person, address, email and telephone for further information regarding this proposal _____

- f. State(s) of incorporation (w/dates of incorporation) _____

- g. Principal place of business _____
- h. Federal I.D. Number # _____
- i. Amount of Certified Check, Cashier's Check, Bid Bond \$ _____

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Bid Form 4: Page 2

2. Form of Business Organization.

_____ Corporation

_____ Partnership

_____ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

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Bid Form 5: Bidder's Affidavit: Non-Collusion Statement, Page 1

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

STATE OF _____)
_____) SS: COUNTY OF _____)

being first duly sworn, deposes and says that he is

(sole owner, a partner, president, secretary, etc.)

of _____

the party making the enclosed proposal or bid, and say further that

(Give names of all persons, firms or corporations interested in the bid)

is/are the only party or parties interested with the party making this bid in the profits of any contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work; that no official or employee of the City of Canton, head of any department or bureau or employee therein or any official or officer of City of Canton, is directly or indirectly interested therein; that said proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City, or any person interested in the proposed contract; and that all

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Bid Form 5: Page 2

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant

Sworn to and subscribed before me this _____ day of
_____, 20 ____.

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

Bid Form 6: Insurance Requirements, Page 1

Instructions

All successful bidders will be required to possess the following items per the requirements below and should be prepared to submit proof thereof:

1. Liability Insurance Certificate
2. Worker's Compensation Certificate

Insurance Requirements

The following standard indemnity agreement and minimum insurance requirements are incorporated in the specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- II. The Contractor shall maintain liability insurance and furnish the Owner with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Worker's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
 1. Worker's Compensation and Employer's Liability Insurance affording,
 - a. Protection under the Worker's Compensation Law in the State of Ohio.
 - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.
 2. General Liability Insurance in amounts not less than:

a. General Aggregate Limit	\$2,000,000.00
b. Personal and Advertising Injury Limit	\$1,000,000.00
c. Each Occurrence Limit	\$1,000,000.00
d. Fire Damage	\$ 100,000.00
e. Medical Expense Limit	\$ 5,000.00

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Bid Form 6: Page 2

3. Commercial Automobile Liability Insurance in the following minimum amounts:
 - a. Bodily Injury and Property Damage
any one accident or loss: \$1,000,000.00

VI. This insurance shall:

1. include coverage for the liability assumed by Contractor under Item I (Indemnity);
2. be evidenced by Certificates of Insurance furnished by the Contractor that show by specific reference that each of the foregoing items have been provided for;
3. not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
4. provide the City of Canton **“additional insured status”** and shall **contain an endorsement by the insurance carrier providing thirty (30) days’ notice to both the City and insured in the event of any change in coverage under the policy.** No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.

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Bid Form 7: Bidder's Affidavit: Foreign Corporation

***Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that _____ is a foreign corporation incorporated in the State of _____, whose principal place of business is _____ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is _____
(name and address)

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

Date

Signed

Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

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Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor
City of Canton
218 Cleveland Avenue S.W., 2nd floor
Canton, OH 44702

To Whom It May Concern:

- (A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

- (B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

- (C) It is understood that, under Ohio law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Company

Signatory

Secretary

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

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Bid Form 9: Certification: Auditor of the State of Ohio

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined

by Ohio Revised Code (ORC) Section 9.24 as of _____.
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

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Bid Form 10: Articles of Incorporation

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

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Bid Form 11: W9 Tax Form

Please provide an up to date copy of your Company's W9.

Section III: City of Canton Income Tax Information

1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the vendor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
 - e. By entering into contract with the City of Canton the vendor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. The vendor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Vendors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Vendors are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information on the following page.

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City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

Provision 2

By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

Section IV: City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton including but not limited to the following:

1. Chapter 105.06 – Minority contract provision.

- a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord.185-2011. Passed 10-31-11.)

2. Chapter 105.12 – Local Bidder Preference.

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

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- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of fifty thousand dollars (\$50,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 115-2018. Passed 5-14-18.)

3. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition

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to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

(Ord. 238-2015. Passed 11-30-15.)

4. Chapter 182.30 – Contract Provisions

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

- b. By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

5. Chapter 507.03 – Equal Employment Opportunity clause.

- b. During the performance of this contract, the contractor agrees as follows:
1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including

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apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.

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8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)

Section V: Bid Specifications

SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Canton Fire Department is seeking bids for the purchase of new Standard and Harness FXR Turnout Gear Pants and Coats.
- 1.2 **Classification:** The successful bidder will deliver F.O.B. destination, freight prepaid and allowed to the various City of Canton, Ohio Fire Department locations the new Standard and Harness FXR Turnout Gear Pants and Coats per the specifications included in this Invitation to Bid.

2.0 APPLICABLE PUBLICATIONS & STANDARDS

- 2.1 Shall meet or exceed the National Fire Protection Association (NFPA) current performance standards and compliance.

3.0 REQUIREMENTS

3.1 General Requirements

- 3.1.1 All bidders are required to bid fixed, firm pricing. Any bid containing an escalator clause will not be considered.
- 3.1.2 Quality: All bids must meet the minimum specifications listed herein.
- 3.1.3 The City of Canton reserves the right to award multiple contracts as a result of this bid and to split the award between multiple vendors if it is in the interest of the City to do so.
- 3.1.4 Non-Exclusivity: The City of Canton reserves the right to contract for the same or similar items covered in this bid from additional vendors not awarded contracts resulting from this bid if found to be in the best interest of the City.

3.2. FXR Standard Coat Specifications:

- 3.2.1 NFPA Compliance: All materials and construction will meet or exceed the NFPA 1971 standard, current edition for structural fire fighters protective clothing. All components used in the construction of these garments shall be tested for compliance to NFPA 1971, current edition by Underwriters Laboratories (UL). UL shall certify compliance to that standard. All garments shall carry the UL certification label. The outer shell and liner of each protective garment shall have a garment label permanently and conspicuously attached to the outer shell and

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thermal liner upon which the following statement shall be printed legibly on the product label. All letters shall be at least 2.5 mm (0.10") high. The following label shall be sewn to the jacket outer shell: "THIS STRUCTURAL FIRE FIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION."

- 3.2.2 Coat Construction: The coat shall be designed to provide maximum functionality and mobility and relieve firefighter working stress. The Active Posture™ Design shall incorporate an arms forward pattern designed to accommodate the firefighter in their real working position. The pattern shall include underarm gussets and darts in the elbows for unrestricted movement. The shoulder seams on shell and liner shall be graded by chest size so that the seam is placed close to the collar in a modified Raglan pattern to mimic the natural location of the shoulder joint and minimize coat rise and extend range of motion when wearing an air pack. The sleeves shall be two-panel construction. The coat sleeve shall be naturally tapered designed and manufactured to provide unrestricted movement while bending the arm. The outer shell shall include four darts at the elbow area - two above and two below the natural bend of the elbow along the sleeve seams. The thermal/moisture barrier liner shall be specially designed to work in conjunction with the shell with a fuller cut pattern. The body of the shell and liner shall be four-panel construction. The front two panels of shell and liner shall extend up to the top of the collar and be an integral part of the collar in a Shawl collar design.

All seams joining the main body panels shall be felled and double needle lock stitched. The stitch type shall be a 301, double needle lockstitch as defined by Federal Standard 751a and seam type LSC-2 as defined by Federal Standard 751a, ensuring that all stitches penetrate four layers of cloth at the joining. All seams shall be sewn with an average of nine stitches per inch. All thread shall be 100% Tex 80 Nomex thread. No chain stitching shall be allowed due to the chance of unraveling if one stitch is broken.

Coat sizing shall be available in 2" increments in chest and 1" increments in sleeve. The length is measured from the collar seam to the bottom of the hem at the rear of the coat. Stock or Alpha sizing is unacceptable.

- 3.2.3 Standard Thermal Reinforcement: Shoulders and elbows shall include a fourth layer of protective thermal material in addition to the already present three layers of shell, thermal and moisture barriers. A patch of thermal lining material shall be sewn to the thermal liner at the top of the shoulders and at the elbows to provide enhanced thermal protection and to meet NFPA 1971 CCHR requirements for those areas. Additionally, thermal material shall be included on the liner behind all sewn trim, reinforcements and patches on the sleeves to meet requirements of Stored Energy test.

- 3.2.4 Sleeves and Underarm Gussets: The set-in, two panel sleeves shall incorporate a tapered design shaped to follow the natural contour of the arm. Each coat shall incorporate an underarm gusset in all three layers between the underside of the

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sleeve and the body of the coat. This rounded shaped gusset shall measure approximately 7" wide X 12" long (graded to coat size). The attachment point of the sleeves to the coat body panels at the top of the shoulder must be 2"- 4" from the outside of the shoulder when standing with the arms at rest at the side of the fire fighter. This moves the coat sleeve interface to the natural bend point of the body providing optimal mobility when donning an SCBA and minimizing coat rise. The sleeve panels shall be sewn together using seam type 301, double needle lock stitch. The outseam of the shell shall be felled and double needle lock stitched. The under seam and underarm gusset seams of the shell shall be double needle serged, then folded and top stitched with double needle lock stitching to reduce thread abrasion.

- 3.2.5 Inner sleeve: A liquid resistant water well shall be sewn into the sleeve end to prevent liquids and other hazardous materials from entering when the arms are raised. This water well shall be constructed of moisture barrier material with the film side facing out. It shall be double needle lock stitched to the outer shell approximately 5" from the sleeve cuff and continue down the inside of the outer shell to the cuff area. Two-layer Nomex wristlets shall be sewn to the water well inside the sleeve. Two 1" wide polymer-coated aramid (PCA) tabs will be sewn in at the union of the sleeve water well and the knit wrist on the underside of the sleeve. These tabs will be spaced equally from each other and incorporate female snap fasteners which accommodate corresponding male snaps attached to the thermal liner. A 6" wide layer of quilted Nomex thermal lining material shall be lock stitched to the underside of the shell, between shell and water well, to provide continuous thermal protection at the sleeve and reduce the risk of steam burns under the cuff trim.
- 3.2.6 Collar Construction: The Shawl collar design shall be constructed as an integral part of the body panels, inner shell facings and the liner to provide uninterrupted and continuous protection to the firefighter. The collar shall measure not less than 3" high measured from where the collar pleats are placed on the body panels at the base of the neck. The exterior of the collar shall be an extension of the front panels with a pleat placed for comfort and the upper rear collar panel shall be joined with a double needle serged seam that is double needle topstitched on the back of the wearer's neck. A panel of shell material shall join the two inner front facings creating the inside of the collar. The coat thermal/moisture barrier lining shall extend up to the top of the inside of the collar without seams and attach inside the collar via five pieces of hook and loop sewn with double needle lock stitching to the top of the thermal liner and inside the top of the collar. The storm flap shall extend to the mid-throat. This design shall meet the NFPA standard for overall liquid integrity while more effectively interfacing with the s.c.b.a. face-piece when the collar is worn in the upright position. A shell material hang-up loop shall be lock stitched to the collar. The hang up loop shall be able to withstand a load of at least 80 pounds.
- 3.2.7 Moisture Barrier/Thermal Liner Construction: The moisture barrier shall be bound to the thermal liner around the perimeter of the liner using a 1" FR

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Neoprene coated binding tape double needle lock stitched. This method deters liquids from wicking into the liner and reinforces the edges of the liner from abrasion. Liners not equipped with this reinforcement will not be acceptable. Each liner shall have a 9" X 8" pocket sewn to the inside of the liner on the left side. This liner pocket shall be constructed from the specified thermal liner material and lined with moisture barrier material. All edges of the pocket shall be serged to prevent unraveling. The NFPA compliant labeling shall be applied to the thermal liner pocket. All moisture barrier seams shall be sealed to prevent moisture penetration as per the moisture barrier manufacturers' specifications. To ensure minimum seam abrasion, the moisture barrier seams shall be oriented with the stitching toward the inside of the thermal barrier.

- 3.2.8 **Sealed Moisture Barrier Seams:** All moisture barrier seams shall be sealed with a minimum 7/8-inch wide sealing tape. One side of the tape shall be coated with heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive is to be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers designed for that purpose.
- 3.2.9 **Outer Shell/Liner Assembly Attachment:** The coat liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; five to be placed along the leading edges of the left and right facings, three at the neckline, and two along the bottom hem. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on size of garment. Two male snaps shall be positioned at each liner sleeve cuff to align with two female snaps attached to fabric tabs bartacked inside the outer shell sleeves. 3/4" loop fastener tape shall be lock stitched along the top of the thermal liner inside the collar to match hook fastener tape lock stitched to the inside of the shell collar panels.
- 3.2.10 **Drag Rescue Device:** A completely removable Drag Rescue Device (DRD) meeting all requirements of NFPA 1971 shall be located between the liner and outer shell of each coat. The DRD design shall provide for easy removal, inspection and re-installation and a large easy-to-use surface area of DRD to grasp and deploy. The drag rescue device shall be made of 1-1/4" wide Kevlar webbing strap. Two 2" wide slits shall be cut on a diagonal 2" apart into the upper rear panel of the coat shell near bottom of the collar. The area around the slits shall be reinforced with a layer of polymer coated Kevlar material both inside and outside the shell. Additionally, slits shall be bartacked on all four corners. The Kevlar webbing strap shall be sewn with heavy duty Kevlar thread to form a circle. When the circle is folded in half and the ends inserted into the slits in the shell, they shall encircle the shoulders, while the remaining portion left outside the shell shall create a two layer handle of Kevlar webbing. The handle portion shall be wide enough to grasp with a large gloved hand. The DRD shall pull out from the shell approximately 18" extending beyond the helmet and S.C.B.A. A 4" X 7-1/2" flap of outer shell material with beveled corners and reflective trim is to be double needle lock stitched above the slits to cover the external DRD and slit openings.

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Reflective trim shall be double needle locked stitched to the flap to identify the DRD. A PCA pull tab shall be sewn to the bottom of the flap to allow for easier access with a gloved hand. The outer shell and flap will have mated hook and loop fastener tape lock stitched to it to close and secure the flap.

- 3.2.11 Hook & Loop: All hook & loop shall have a finished edge to prevent fraying and unraveling and shall be secured using double needle lock stitching.
- 3.2.12 Outer Shell: The outer shell shall be TECGEN71, a rip-stop twill weave, 60% Kevlar/22% Nomex/18% TECGEN fabric with an approximate weight of 6.5 ounces per square yard, treated with a PFAS free water repellent finish. Color shall be gold.
- 3.2.13 Thermal Liner: The thermal liner shall be CoreCXP™ 5.6 oz/yd², Face Cloth MPG S000106138 Westex® Synergy® 3.3 osy 93% Nomex/5% Kevlar/2% P-140, plain weave with pure softener finish quilted to 1 layer of 2.3 osy of E89 spunlace.
- 3.2.14 Moisture Barrier: The STEDAIR® 4000 moisture barrier material shall be a 5.5oz/yd² two layer laminate comprised of an enhanced bicomponent membrane and 3.2 ounce per square yard Nomex® IIIA woven pajama check substrate. The enhanced bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene) matrix having a continuous hydrophilic (water loving) and oliophobic (oil-hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all requirements of NFPA 1971-2018 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and provides excellent total heat loss (THL) and thermal protective performance (TPP).
- 3.2.15 Thermal Liner Inspection Opening: A 14” wide inspection opening shall be placed on the back of the coat liner 3” above the bottom hem or rear coat extension. The edges of the opening shall overlap and be reinforced with a moisture barrier binding tape. The corners of the opening shall be bartacked to deter tearing. The opening shall be covered with a thermal material flap measuring 14” x 2”. The full length of the opening shall be closed with hook and loop to prevent debris from entering the opening.
- 3.2.16 Coat Wristlet with Thumbloop: Nomex Knit wrist w/ Cotton Thumb loop – 7” long, two-layer Nomex wristlets shall be sewn to the water well. Each wristlet shall have a cotton thumb loop with an approximate opening of 2” in diameter properly set as to align with the wearer’s thumb. Color shall be black.
- 3.2.17 Coat Closure: The coat front closure shall consist of a zipper on the coat fronts and hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on Nomex cloth and shall be sewn to the right front body panel and left jacket facings. The zipper parts shall be bartacked at the top and bottom for strength. The storm flap shall close over the left and right body panels and is

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secured by hook and loop fastener tape. A 1- 1/2" X 24" strip of loop fastener tape shall be sewn to the underside of the storm flap and correspond to a 1-1/2" piece of hook fastener tape sewn to the right front body panel of the coat. Both pieces of hook and loop shall be sewn using double needle lock stitching. The coat shall also have front facings that extend from the collar to the hem area. These facings shall be 2" wide and be comprised of outer shell material and corresponding moisture barrier material. The outer shell material shall face the wearer's body when the jacket is in the closed position. The moisture barrier shall be sewn to the back of the outer shell portion and face the inside of the coat body panel. A 4" piece of moisture barrier material shall be sewn into the coat facing and extend the length of the coat opening. This additional moisture barrier material shall ensure that there is no gap in coverage between the coat closure system and the wearer's body. The thermal liner/moisture barrier assembly shall be attached to these facings by means of snap fasteners. The interior edges of the facing shall be serged and finished leaving no raw edges.

- 3.2.18 Coat Trim Style: The coat trim configuration shall be 3" NFPA Standard and be placed as follows: One 3" strip sewn around the chest area, one 3" strip sewn around the hem of the coat, and one 3" strip sewn around each sleeve end. Each coat shall have an adequate amount of trim sewn to the outside of the outer shell to meet the requirements of NFPA1971, current edition. All trim shall be secured to the shell with four rows of lock stitching – no exceptions.
- 3.2.19 Trim Material: The trim material shall be 3M™ Scotchlite™ Reflective Material - 9587 Fluorescent lime- yellow with silver Stripe Fire Coat Trim. All 3M™ Scotchlite™ 9500 Series Reflective Materials are complaint to NFPA 1971, 1951, and 1977, current editions.
- 3.2.20 Radio pocket: A radio pocket constructed of outer shell material and measuring approximately 9"x3.5"x2" shall be sewn with lock stitching to the left chest of each fire fighter's coat. The pocket shall have a flap measuring approximately 3" x 4" with a small notch removed on each side to accommodate the radio antenna, and shall close by means of hook and loop fastener tape. Hook and loop shall be sewn with a double needle lock stitch around the perimeter. Each radio pocket and flap shall be lined with a layer of FR Neoprene coated polyester/cotton moisture barrier. Per NFPA requirements, all trim must be continuous; therefore, if the pocket placement interferes reflective trim must be sewn to the pocket.
- 3.2.21 Coat Hand Pockets: Semi-Bellows Pocket - A semi-bellows pocket measuring approximately 2" deep in the rear by 8" wide by 8" high shall be double stitched to each front panel to provide accessibility. A layer of FR Fleece shall be sewn to the inside front of each hand warmer pocket to provide thermal protection and warmth to the hands. A rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide the drainage of water. The full inside dimensions, not just the bottom half, of the pocket shall be reinforced with a layer of 8.0 oz. Kevlar® twill material to provide optimal strength when carrying small tools. The pocket flaps shall be constructed of outer shell material and measure

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approximately 4" X 8". The pocket flaps shall be closed by means of hook and loop fastener tape. Two 1-1/2" X 2" squares shall be used on each pocket to provide even closure with a gloved hand. The upper corners of each pocket shall be bartacked for reinforcement.

- 3.2.22 Foam Enhanced Pocket Flap: Cargo pocket will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.
- 3.2.23 Coat Reinforcement Cuff: Each cuff end shall be reinforced with a 2" wide piece of main shell material folded in half, approximately one half inside and one half outside and sewn to the shell with two rows of lock stitching.
- 3.2.24 Coat Accessory Clip: A 1" X 3" strap made of two layers of outer shell material shall be bartacked at each end to the shell. The clip will be used to house a portable radio external microphone. Shall be centered above the radio pocket equal to the top of the storm flap, and on the outside of the collar on the left side at an angle.
- 3.2.25 Coat Flashlight Option: A reverse oriented metal hook with shell material attachment strap shall be bar tacked to the outer shell 2¾" above a 3" X 8-3/4" shell material strap. The shell material strap shall have hook and loop fastener tape lock stitched to each end such that the strap can wrap around the barrel of the flashlight, overlap and close, holding the light in place. The strap shall be long enough to accommodate the "Survivor" model flashlight. Placement shall be on the right chest.
- 3.2.26 Identification Hanging name patch: Each coat shall have a detachable lower hanging name patch. A two-layer starter strip of shell material, approximately 15"x1.5", shall be sewn to the lower rear hem of the coat beneath the reflective trim. The starter strip will have a continuous strip of hook & loop and four snaps to attach the hanging name patch. The name patch shall be 4" in height, approximately 21" wide across the top and taper to 16". The name patch will have corresponding hook & loop and snaps to match the coat starter strip. Each patch shall have the last name of the wearer using 2" Scotchlite lime letters.

3.3 FXR Standard Pant Specifications:

- 3.3.1 NFPA Compliance: All materials and construction will meet or exceed the NFPA 1971 standard, current edition for structural fire fighters protective clothing. All components used in the construction of these garments shall be tested for compliance to NFPA 1971, current edition by Underwriters Laboratories (UL). UL shall certify compliance to that standard. All garments shall carry the UL certification label. The outer shell and liner of each protective garment shall have a garment label permanently and conspicuously attached to the outer shell and thermal liner upon which the following statement shall be printed legibly on the product label. All letters shall be at least 2.5 mm (0.10") high. The following label

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shall be sewn to the jacket outer shell: "THIS STRUCTURAL FIRE FIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION."

- 3.3.2 **Pant Construction:** The pant outer shell and liner system shall be constructed of seven body panels consisting of two front panels, four back panels and a large seamless crotch panel. The pant rise shall be approximately 14" (graded according to size). The body panels shall have an Active Posture design with a noticeable natural bend at the knee. The outer shell and liner shall have four darts - two above and two below the natural bend of the knee along the side seams to permit an unrestricted range of motion when the knee is bent. All seams joining the body panels shall be felled and double needle lock stitched. The stitch type shall be 301, double lock stitch, as defined by Federal Standard 751a and seam type LSC-2 as defined by Federal Standard 751a, ensuring that all stitches penetrate four layers of cloth at the joining. All seams shall be sewn with an average of nine stitches per inch. All thread shall be 100% Nomex® Tex 80 thread. No chain stitching shall be allowed due to the chance of unraveling if one stitch is broken.
- 3.3.3 **Waistband:** Each pant shall have a separate waistband of shell and moisture barrier material bound together by Neoprene coated poly-cotton binding tape. The waistband shall be lock stitched to the shell along the top of the waistline. The liner shall be secured under the waistband by means of nickel coated brass snap fasteners. The position of the male snap portion on the liner shall be in exactly the same location on similar liner sizes as the female snap portion on the waistband of similar shell sizes. The use of a waistband is necessary to deter the wearer from accidentally placing the foot between the shell and liner when donning the pants and it does not allow foreign objects that could cause damage to enter the pants between shell and liner.
- 3.3.4 **Sealed Moisture Barrier Seams:** All moisture barrier seams shall be sealed with a minimum 7/8-inch wide sealing tape. One side of the tape shall be coated with heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive is to be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers designed for that purpose.
- 3.3.5 **Outer Shell/Liner Assembly Attachment:** The pant liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; snaps to be placed on waistband around waist of pant. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on the size of the garment. Two male snaps shall be positioned at each liner pant cuff to align with the two female snaps attached to fabric tabs bartacked inside the outer shell pant cuffs.
- 3.3.6 **Standard Knee Enhancements:** The knee area shall be thermally enhanced with a fourth and fifth layer of protective material in addition to the already present three layers of shell, thermal and moisture barriers. 7" X 9" patches of Neoprene coated

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poly cotton and thermal lining materials shall be sewn to the thermal liner at the knee area to provide padding and enhanced thermal protection as necessary exceed NFPA 1971 CCHR requirements.

- 3.3.7 Hook & Loop: All hook & loop shall have a finished edge to prevent fraying and unraveling and shall be secured using double needle lock stitching.
- 3.3.8 Outer Shell: The outer shell shall be TECGEN71, a rip-stop twill weave, 60% Kevlar/22% Nomex/18% TECGEN fabric with an approximate weight of 6.5 ounces per square yard, treated with a PFAS free water repellent finish. Color shall be gold.
- 3.3.9 Thermal Liner: The thermal liner shall be CoreCXP™ 5.6 oz/yd2, Face Cloth MPG S000106138 Westex® Synergy® 3.3 osy 93% Nomex/5% Kevlar/2% P-140, plain weave with pure softener finish quilted to 1 layer of 2.3 osy of E89 spunlace.
- 3.3.10 Moisture Barrier: The STEDAIR® 4000 moisture barrier material shall be a 5.5oz/yd2 two layer laminate comprised of an enhanced bicomponent membrane and 3.2 ounce per square yard Nomex® IIIA woven pajama check substrate. The enhanced bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene) matrix having a continuous hydrophilic (water loving) and oliophobic (oil-hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all requirements of NFPA 1971-2018 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and provides excellent total heat loss (THL) and thermal protective performance (TPP).
- 3.3.11 Thermal Liner Inspection Opening: A 14” wide inspection opening shall be placed on the right hip of the pant thermal liner at the side seam. The edges of the opening shall overlap and be reinforced with a moisture barrier binding tape. The corners of the opening shall be bartacked to deter tearing. The opening shall be covered with a thermal material flap measuring 14” x 2”. The full length of the opening shall be closed with hook and loop to prevent debris from entering the opening.
- 3.3.12 Pant Closure: Each pant shall have an external fly flap constructed of one layer of quilted Nomex® batt and one layer of moisture barrier sandwiched between two layers of outer shell material. The fly flap shall be a continuous part of the left front body panel beginning at the waist and extending down to a depth of approximately 12". The flap shall be approximately 3-1/2" wide at the top, tapering down to width of approximately 2" at the bottom where it shall be triple bar tacked to the outer shell for strength and durability. The flap shall be a part of the pant closure system, which shall be: Inner Woven Hook & Loop/Outer Hook & Dee - A strip of pile fastener tape sewn to underside of the fly flap shall correspond to a strip of hook fastener tape sewn to the right front panel of the outer shell. Both pieces of hook and loop shall be sewn with double needle lock

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stitching. A D-ring shall be installed with leather backed rivets at the top of the fly flap to engage a leather-backed 3-point snap hook that is attached to the top right front panel.

- 3.3.13 Pant Trim Style: Retro-reflective trim shall encircle the pant leg sewn to the shell 3" above the cuff with four rows of lock stitching.

- 3.3.14 Trim Material: The trim material shall be 3M™ Scotchlite™ Reflective Material - Fluorescent lime-yellow with silver stripe. All 3M™ Scotchlite™ 9500 Series Reflective Materials are compliant to NFPA 1971, 1951, and 1977, current editions. All trim shall be secured to the shell with four rows of lock stitching – no exceptions.

- 3.3.15 Pant Pocket (Right): A full bellows pocket, measuring approximately 10" X 10" X 2", shall be double stitched to the garment. A continuous layer of Kevlar twill shall be sewn to the outer shell, 2" up from the bottom of each pocket to provide optimal strength when carrying small tools. Two rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide the drainage of water. The pocket flaps shall be constructed of outer shell material and measure approximately 4" wide X 10" long. The pocket flaps shall be closed by means of hook and loop fastener tape. Two 1-1/2" X 2" squares shall be used on each pocket to provide even closure with a gloved hand. The upper corners of each pocket shall be bartacked for reinforcement.

- 3.3.16 Foam Enhanced Pocket Flap: Flap will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.

- 3.3.17 Pocket lined on the inside with PCA: A continuous layer of PCA shall be sewn to the outer shell, approximately 4" up from the bottom of each side and front panel of the pocket to provide optimal strength.

- 3.3.18 Pant Pocket (Left): A full bellows pocket, measuring approximately 10" X 10" X 2", shall be double stitched to the garment. A continuous layer of Kevlar twill shall be sewn to the outer shell, 2" up from the bottom of each pocket to provide optimal strength when carrying small tools. Two rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide the drainage of water. The pocket flaps shall be constructed of outer shell material and measure approximately 4" wide X 10" long. The pocket flaps shall be closed by means of hook and loop fastener tape. Two 1-1/2" X 2" squares shall be used on each pocket to provide even closure with a gloved hand. The upper corners of each pocket shall be bartacked for reinforcement.

- 3.3.19 Foam Enhanced Pocket Flap: Flap will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.

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- 3.3.20 Pocket lined on the inside with PCA: A continuous layer of PCA shall be sewn to the outer shell, approximately 4" up from the bottom of each side and front panel of the pocket to provide optimal strength.
- 3.3.21 Pant Knee Reinforcements: The knee area shall have an exterior reinforcement of one layer of black polymer coated aramid and be padded behind the reinforcement with one layer of FR closed cell foam that is encased between layers of moisture barrier - providing a minimum CCHR rating of 200 seconds. The reinforced knee pad shall be sewn into the side seams of the pant thus graded in width according to pant waist size and be approximately 11" high. The bottom seam of the pad shall not have an exposed seam. The pad shall be pre-bent to the natural contour of the knee through incorporation into darts in pant design.
- 3.3.22 Tapered Pant Cuff: The pant leg cuffs shall be tapered approximately 1" shorter in the rear than in the front to reduce the chance of wear.
- 3.3.23 Cuff Reinforcement: Each cuff end shall be reinforced with a 2" wide piece of black Arashield material folded in half, approximately one half inside and one half outside the cuff end for greater strength and abrasion resistance. This Arashield reinforcement shall be sewn to the cuff end with two rows of lock stitching.
- 3.3.24 Pant Take-up Straps: A take up strap constructed of Nomex® webbing and utilizing thermoplastic buckle shall be sewn to the outer shell at each hip. The take-ups shall pull forward to tighten.
- 3.3.25 Suspender Attachment: The suspender attachment shall be constructed of 2" wide black cotton webbing and includes a plastic (Acetal) loop that allows the ends of the suspender to be threaded through. There shall be four attachment points that get sewn into the waistband of the garment by means of lockstitch.
- 3.3.26 Suspenders: Each pant will be supplied with suspenders attached. The H-back style black padded suspender shall be made of 2" non-stretch webbing. The padding shall have a piece of anti-slip tape sewn to the padding. The suspender shall be equipped with a Cyberian Cam lock. This thermoplastic buckle has a cam mechanism that allows the suspender length to be adjusted when open. The suspender webbing is thread through the cam lock in a means to open and adjust the suspender length. A 2.5" wide thermoplastic "D" is sewn to the end of the webbing for ease of adjustment. When in the closed position the cam lock shall lock firmly into position to prevent slippage on the adjusted suspender. The suspender shall be affixed with hook and loop fastener tape allowing for removal and replacement. No suspender rivets or metal clip ends shall be permitted.
- 3.3.27 Sizing: Successful bidder must perform individual sizing per the manufacturer's requirements and shall be accomplished using sizing gear for all to try on and tape measure to confirm accuracy.

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Sizing coats shall be even chest sizes, sleeves lengths shall be 1" increments. Body lengths shall be available in 26", 28", 29", 30", 32" and 35". Sizing pants shall be even waist sizes, inseams shall be 1" increments.

Successful bidder will size at a time convenient to the Canton Fire Department.

- 3.3.28 Asset Tracking: Vendor shall supply a web-based service that allows departments to have trained department staff perform Advanced Cleanings and Advanced inspections with on-line help menus per NFPA 1851, section 6.4.2. Customer shall have a dedicated database on-line that will allow Firefighters and Administrative Personnel to obtain service records of gear and elements, print reports on serviced garments and also generate Exception Reports on gear coming near to their due date or past due for service.

The web-based service also allows designated personnel the ability to add garments into the system automatically assigning them new asset tracking numbers. System will also track retired garments.

- 3.3.29 Onsite NFPA 1851 certified ISP – Care & Maintenance: The successful bidder must be capable of providing selection, sizing, cleaning and care of firefighter personal; protective ensembles per the National Fire Protection Association standard 1851 guidelines per personal protective equipment.

The cleaning and care facility must be onsite, owned and operated by the bidder, as well as being located within the state of Ohio.

The cleaning, inspection and repair facility must be verified by a third-party certification organization in accordance with the requirements of NFPA 1851.

All bidders must be factory authorized to perform cleaning and repair and must submit a letter showing authorization from the manufacturer they represent.

All bidders will use only NFPA 1851 standard substantiated and factory authorized techniques and machinery to perform required cleaning and repairs of said products per manufacturer's instructions.

Successful bidder must be factory authorized and able to alter garments and add lettering as required per the manufacturer's instructions.

3.4 **FXR Harness Coat Specifications:**

- 3.4.1 NFPA Compliance: All materials and construction will meet or exceed the NFPA 1971 standard, current edition for structural fire fighters protective clothing. All components used in the construction of these garments shall be tested for compliance to NFPA 1971, current edition by Underwriters Laboratories (UL). UL shall certify compliance to that standard. All garments shall carry the UL certification label. The outer shell and liner of each protective garment shall have

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a garment label permanently and conspicuously attached to the outer shell and thermal liner upon which the following statement shall be printed legibly on the product label. All letters shall be at least 2.5 mm (0.10") high. The following label shall be sewn to the jacket outer shell: "THIS STRUCTURAL FIRE FIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION."

- 3.4.2 **Coat Construction:** The coat shall be designed to provide maximum functionality and mobility and relieve firefighter working stress. The Active Posture™ Design shall incorporate an arms forward pattern designed to accommodate the firefighter in their real working position. The pattern shall include underarm gussets and darts in the elbows for unrestricted movement. The shoulder seams on shell and liner shall be graded by chest size so that the seam is placed close to the collar in a modified Raglan pattern to mimic the natural location of the shoulder joint and minimize coat rise and extend range of motion when wearing an air pack. The sleeves shall be two-panel construction. The coat sleeve shall be naturally tapered designed and manufactured to provide unrestricted movement while bending the arm. The outer shell shall include four darts at the elbow area - two above and two below the natural bend of the elbow along the sleeve seams. The thermal/moisture barrier liner shall be specially designed to work in conjunction with the shell with a fuller cut pattern. The body of the shell and liner shall be four-panel construction. The front two panels of shell and liner shall extend up to the top of the collar and be an integral part of the collar in a Shawl collar design.

All seams joining the main body panels shall be felled and double needle lock stitched. The stitch type shall be a 301, double needle lockstitch as defined by Federal Standard 751a and seam type LSC-2 as defined by Federal Standard 751a, ensuring that all stitches penetrate four layers of cloth at the joining. All seams shall be sewn with an average of nine stitches per inch. All thread shall be 100% Tex 80 Nomex thread. No chain stitching shall be allowed due to the chance of unraveling if one stitch is broken.

Coat sizing shall be available in 2" increments in chest and 1" increments in sleeve. The length is measured from the collar seam to the bottom of the hem at the rear of the coat. Stock or Alpha sizing is unacceptable.

- 3.4.3 **Standard Thermal Reinforcement:** Shoulders and elbows shall include a fourth layer of protective thermal material in addition to the already present three layers of shell, thermal and moisture barriers. A patch of thermal lining material shall be sewn to the thermal liner at the top of the shoulders and at the elbows to provide enhanced thermal protection and to meet NFPA 1971 CCHR requirements for those areas. Additionally, thermal material shall be included on the liner behind all sewn trim, reinforcements and patches on the sleeves to meet requirements of Stored Energy test.
- 3.4.4 **Sleeves and Underarm Gussets:** The set-in, two panel sleeves shall incorporate a tapered design shaped to follow the natural contour of the arm. Each coat shall

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incorporate an underarm gusset in all three layers between the underside of the sleeve and the body of the coat. This rounded shaped gusset shall measure approximately 7" wide X 12" long (graded to coat size). The attachment point of the sleeves to the coat body panels at the top of the shoulder must be 2"- 4" from the outside of the shoulder when standing with the arms at rest at the side of the fire fighter. This moves the coat sleeve interface to the natural bend point of the body providing optimal mobility when donning an SCBA and minimizing coat rise. The sleeve panels shall be sewn together using seam type 301, double needle lock stitch. The outseam of the shell shall be felled and double needle lock stitched. The under seam and underarm gusset seams of the shell shall be double needle serged, then folded and top stitched with double needle lock stitching to reduce thread abrasion.

- 3.4.5 Inner sleeve: A liquid resistant water well shall be sewn into the sleeve end to prevent liquids and other hazardous materials from entering when the arms are raised. This water well shall be constructed of moisture barrier material with the film side facing out. It shall be double needle lock stitched to the outer shell approximately 5" from the sleeve cuff and continue down the inside of the outer shell to the cuff area. Two-layer Nomex wristlets shall be sewn to the water well inside the sleeve. Two 1" wide polymer-coated aramid (PCA) tabs will be sewn in at the union of the sleeve water well and the knit wrist on the underside of the sleeve. These tabs will be spaced equally from each other and incorporate female snap fasteners which accommodate corresponding male snaps attached to the thermal liner. A 6" wide layer of quilted Nomex thermal lining material shall be lock stitched to the underside of the shell, between shell and water well, to provide continuous thermal protection at the sleeve and reduce the risk of steam burns under the cuff trim.
- 3.4.6 Collar Construction: The Shawl collar design shall be constructed as an integral part of the body panels, inner shell facings and the liner to provide uninterrupted and continuous protection to the firefighter. The collar shall measure not less than 3" high measured from where the collar pleats are placed on the body panels at the base of the neck. The exterior of the collar shall be an extension of the front panels with a pleat placed for comfort and the upper rear collar panel shall be joined with a double needle serged seam that is double needle topstitched on the back of the wearer's neck. A panel of shell material shall join the two inner front facings creating the inside of the collar. The coat thermal/moisture barrier lining shall extend up to the top of the inside of the collar without seams and attach inside the collar via five pieces of hook and loop sewn with double needle lock stitching to the top of the thermal liner and inside the top of the collar. The storm flap shall extend to the mid-throat. This design shall meet the NFPA standard for overall liquid integrity while more effectively interfacing with the s.c.b.a. face-piece when the collar is worn in the upright position. A shell material hang-up loop shall be lock stitched to the collar. The hang up loop shall be able to withstand a load of at least 80 pounds.

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- 3.4.7 Moisture Barrier/Thermal Liner Construction: The moisture barrier shall be bound to the thermal liner around the perimeter of the liner using a 1" FR Neoprene coated binding tape double needle lock stitched. This method deters liquids from wicking into the liner and reinforces the edges of the liner from abrasion. Liners not equipped with this reinforcement will not be acceptable. Each liner shall have a 9" X 8" pocket sewn to the inside of the liner on the left side. This liner pocket shall be constructed from the specified thermal liner material and lined with moisture barrier material. All edges of the pocket shall be serged to prevent unraveling. The NFPA compliant labeling shall be applied to the thermal liner pocket. All moisture barrier seams shall be sealed to prevent moisture penetration as per the moisture barrier manufacturers' specifications. To ensure minimum seam abrasion, the moisture barrier seams shall be oriented with the stitching toward the inside of the thermal barrier.
- 3.4.8 Sealed Moisture Barrier Seams: All moisture barrier seams shall be sealed with a minimum 7/8-inch wide sealing tape. One side of the tape shall be coated with heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive is to be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers designed for that purpose.
- 3.4.9 Outer Shell/Liner Assembly Attachment: The coat liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; five to be placed along the leading edges of the left and right facings, three at the neckline, and two along the bottom hem. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on size of garment. Two male snaps shall be positioned at each liner sleeve cuff to align with two female snaps attached to fabric tabs bartacked inside the outer shell sleeves. 3/4" loop fastener tape shall be lock stitched along the top of the thermal liner inside the collar to match hook fastener tape lock stitched to the inside of the shell collar panels.
- 3.4.10 Drag Rescue Device: A completely removable Drag Rescue Device (DRD) meeting all requirements of NFPA 1971 shall be located between the liner and outer shell of each coat. The DRD design shall provide for easy removal, inspection and re-installation and a large easy-to-use surface area of DRD to grasp and deploy. The drag rescue device shall be made of 1-1/4" wide Kevlar webbing strap. Two 2" wide slits shall be cut on a diagonal 2" apart into the upper rear panel of the coat shell near bottom of the collar. The area around the slits shall be reinforced with a layer of polymer coated Kevlar material both inside and outside the shell. Additionally, slits shall be bartacked on all four corners. The Kevlar webbing strap shall be sewn with heavy duty Kevlar thread to form a circle. When the circle is folded in half and the ends inserted into the slits in the shell, they shall encircle the shoulders, while the remaining portion left outside the shell shall create a two layer handle of Kevlar webbing. The handle portion shall be wide enough to grasp with a large gloved hand. The DRD shall pull out from the shell approximately 18" extending beyond the helmet and S.C.B.A. A 4" X 7-1/2" flap

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of outer shell material with beveled corners and reflective trim is to be double needle lock stitched above the slits to cover the external DRD and slit openings. Reflective trim shall be double needle locked stitched to the flap to identify the DRD. A PCA pull tab shall be sewn to the bottom of the flap to allow for easier access with a gloved hand. The outer shell and flap will have mated hook and loop fastener tape lock stitched to it to close and secure the flap.

- 3.4.11 Hook & Loop: All hook & loop shall have a finished edge to prevent fraying and unraveling and shall be secured using double needle lock stitching.
- 3.4.12 Outer Shell: The outer shell shall be TECGEN71, a rip-stop twill weave, 60% Kevlar/22% Nomex/18% TECGEN fabric with an approximate weight of 6.5 ounces per square yard, treated with a PFAS free water repellent finish. Color shall be gold.
- 3.4.13 Thermal Liner: The thermal liner shall be CoreCXP™ 5.6 oz/yd², Face Cloth MPG S000106138 Westex® Synergy® 3.3 osy 93% Nomex/5% Kevlar/2% P-140, plain weave with pure softener finish quilted to 1 layer of 2.3 osy of E89 spunlace.
- 3.4.14 Moisture Barrier: The STEDAIR® 4000 moisture barrier material shall be a 5.5oz/yd² two layer laminate comprised of an enhanced bicomponent membrane and 3.2 ounce per square yard Nomex® IIIA woven pajama check substrate. The enhanced bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene) matrix having a continuous hydrophilic (water loving) and oliophobic (oil-hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all requirements of NFPA 1971-2018 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and provides excellent total heat loss (THL) and thermal protective performance (TPP).
- 3.4.15 Triangular Gusset: Two triangular gussets shall be placed on the chest/back plate outseam. Gusset shall have an overall height of 12", with an opening width of 4" at the coat hem. Gusset will taper to the torso trim area.
- 3.4.16 Thermal Liner Inspection Opening: A 14" wide inspection opening shall be placed on the back of the coat liner 3" above the bottom hem or rear coat extension. The edges of the opening shall overlap and be reinforced with a moisture barrier binding tape. The corners of the opening shall be bartacked to deter tearing. The opening shall be covered with a thermal material flap measuring 14" x 2". The full length of the opening shall be closed with hook and loop to prevent debris from entering the opening.
- 3.4.17 Coat Wristlet with Thumbloop: Nomex Knit wrist w/ Cotton Thumb loop – 7" long, two-layer Nomex wristlets shall be sewn to the water well. Each wristlet shall have a cotton thumb loop with an approximate opening of 2" in diameter properly set as to align with the wearer's thumb. Color shall be black.

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- 3.4.18 Coat Closure: The coat front closure shall consist of a zipper on the coat fronts and hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on Nomex cloth and shall be sewn to the right front body panel and left jacket facings. The zipper parts shall be bartacked at the top and bottom for strength. The storm flap shall close over the left and right body panels and is secured by hook and loop fastener tape. A 1- 1/2" X 24" strip of loop fastener tape shall be sewn to the underside of the storm flap and correspond to a 1-1/2" piece of hook fastener tape sewn to the right front body panel of the coat. Both pieces of hook and loop shall be sewn using double needle lock stitching. The coat shall also have front facings that extend from the collar to the hem area. These facings shall be 2" wide and be comprised of outer shell material and corresponding moisture barrier material. The outer shell material shall face the wearer's body when the jacket is in the closed position. The moisture barrier shall be sewn to the back of the outer shell portion and face the inside of the coat body panel. A 4" piece of moisture barrier material shall be sewn into the coat facing and extend the length of the coat opening. This additional moisture barrier material shall ensure that there is no gap in coverage between the coat closure system and the wearer's body. The thermal liner/moisture barrier assembly shall be attached to these facings by means of snap fasteners. The interior edges of the facing shall be serged and finished leaving no raw edges.
- 3.4.19 Coat Trim Style: The coat trim configuration shall be 3" NFPA Standard and be placed as follows: One 3" strip sewn around the chest area, one 3" strip sewn around the hem of the coat, and one 3" strip sewn around each sleeve end. Each coat shall have an adequate amount of trim sewn to the outside of the outer shell to meet the requirements of NFPA1971, current edition. All trim shall be secured to the shell with four rows of lock stitching – no exceptions.
- 3.4.20 Trim Material: The trim material shall be 3M™ Scotchlite™ Reflective Material - 9587 Fluorescent lime- yellow with silver Stripe Fire Coat Trim. All 3M™ Scotchlite™ 9500 Series Reflective Materials are complaint to NFPA 1971, 1951, and 1977, current editions.
- 3.4.21 Radio pocket: A radio pocket constructed of outer shell material and measuring approximately 9"x3.5"x2" shall be sewn with lock stitching to the left chest of each fire fighter's coat. The pocket shall have a flap measuring approximately 3" x 4" with a small notch removed on each side to accommodate the radio antenna, and shall close by means of hook and loop fastener tape. Hook and loop shall be sewn with a double needle lock stitch around the perimeter. Each radio pocket and flap shall be lined with a layer of FR Neoprene coated polyester/cotton moisture barrier. Per NFPA requirements, all trim must be continuous; therefore, if the pocket placement interferes reflective trim must be sewn to the pocket.
- 3.4.22 Coat Hand Pockets: Semi-Bellows Pocket - A semi-bellows pocket measuring approximately 2" deep in the rear by 8" wide by 8" high shall be double stitched to each front panel to provide accessibility. A layer of FR Fleece shall be sewn to the inside front of each hand warmer pocket to provide thermal protection and

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warmth to the hands. A rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide the drainage of water. The full inside dimensions, not just the bottom half, of the pocket shall be reinforced with a layer of 8.0 oz. Kevlar® twill material to provide optimal strength when carrying small tools. The pocket flaps shall be constructed of outer shell material and measure approximately 4" X 8". The pocket flaps shall be closed by means of hook and loop fastener tape. Two 1-1/2" X 2" squares shall be used on each pocket to provide even closure with a gloved hand. The upper corners of each pocket shall be bartacked for reinforcement.

- 3.4.23 Foam Enhanced Pocket Flap: Cargo pocket will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.
- 3.4.24 Coat Reinforcement Cuff: Each cuff end shall be reinforced with a 2" wide piece of main shell material folded in half, approximately one half inside and one half outside and sewn to the shell with two rows of lock stitching.
- 3.4.25 Coat Accessory Clip: A 1" X 3" strap made of two layers of outer shell material shall be bartacked at each end to the shell. The clip will be used to house a portable radio external microphone. Shall be centered above the radio pocket equal to the top of the storm flap, and on the outside of the collar on the left side at an angle.
- 3.4.26 Coat Flashlight Option: A reverse oriented metal hook with shell material attachment strap shall be bar tacked to the outer shell 2¾" above a 3" X 8-3/4" shell material strap. The shell material strap shall have hook and loop fastener tape lock stitched to each end such that the strap can wrap around the barrel of the flashlight, overlap and close, holding the light in place. The strap shall be long enough to accommodate the "Survivor" model flashlight. Placement shall be on the right chest.
- 3.4.27 Identification Hanging name patch: Each coat shall have a detachable lower hanging name patch. A two-layer starter strip of shell material, approximately 15"x1.5", shall be sewn to the lower rear hem of the coat beneath the reflective trim. The starter strip will have a continuous strip of hook & loop and four snaps to attach the hanging name patch. The name patch shall be 4" in height, approximately 21" wide across the top and taper to 16". The name patch will have corresponding hook & loop and snaps to match the coat starter strip. Each patch shall have the last name of the wearer using 2" Scotchlite lime letters.

3.5 FXR Harness Pant Specifications:

- 3.5.1 NFPA Compliance: All materials and construction will meet or exceed the NFPA 1971 standard, current edition for structural fire fighters protective clothing. All components used in the construction of these garments shall be tested for compliance to NFPA 1971, current edition by Underwriters Laboratories (UL).

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UL shall certify compliance to that standard. All garments shall carry the UL certification label. The outer shell and liner of each protective garment shall have a garment label permanently and conspicuously attached to the outer shell and thermal liner upon which the following statement shall be printed legibly on the product label. All letters shall be at least 2.5 mm (0.10") high. The following label shall be sewn to the jacket outer shell: "THIS STRUCTURAL FIRE FIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION."

- 3.5.2 **Pant Construction:** The pant outer shell and liner system shall be constructed of seven body panels consisting of two front panels, four back panels and a large seamless crotch panel. The pant rise shall be approximately 14" (graded according to size). The body panels shall have an Active Posture design with a noticeable natural bend at the knee. The outer shell and liner shall have four darts - two above and two below the natural bend of the knee along the side seams to permit an unrestricted range of motion when the knee is bent. All seams joining the body panels shall be felled and double needle lock stitched. The stitch type shall be 301, double lock stitch, as defined by Federal Standard 751a and seam type LSC-2 as defined by Federal Standard 751a, ensuring that all stitches penetrate four layers of cloth at the joining. All seams shall be sewn with an average of nine stitches per inch. All thread shall be 100% Nomex® Tex 80 thread. No chain stitching shall be allowed due to the chance of unraveling if one stitch is broken.
- 3.5.3 **Waistband:** Each pant shall have a separate waistband of shell and moisture barrier material bound together by Neoprene coated poly-cotton binding tape. The waistband shall be lock stitched to the shell along the top of the waistline. The liner shall be secured under the waistband by means of nickel coated brass snap fasteners. The position of the male snap portion on the liner shall be in exactly the same location on similar liner sizes as the female snap portion on the waistband of similar shell sizes. The use of a waistband is necessary to deter the wearer from accidentally placing the foot between the shell and liner when donning the pants and it does not allow foreign objects that could cause damage to enter the pants between shell and liner.
- 3.5.4 **Sealed Moisture Barrier Seams:** All moisture barrier seams shall be sealed with a minimum 7/8-inch wide sealing tape. One side of the tape shall be coated with heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive is to be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers designed for that purpose.
- 3.5.5 **Outer Shell/Liner Assembly Attachment:** The pant liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; snaps to be placed on waistband around waist of pant. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on the size of the garment. Two male snaps shall be positioned at each liner pant cuff to align

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with the two female snaps attached to fabric tabs bartacked inside the outer shell pant cuffs.

- 3.5.6 Standard Knee Enhancements: The knee area shall be thermally enhanced with a fourth and fifth layer of protective material in addition to the already present three layers of shell, thermal and moisture barriers. 7" X 9" patches of Neoprene coated poly cotton and thermal lining materials shall be sewn to the thermal liner at the knee area to provide padding and enhanced thermal protection as necessary exceed NFPA 1971 CCHR requirements.
- 3.5.7 Hook & Loop: All hook & loop shall have a finished edge to prevent fraying and unraveling and shall be secured using double needle lock stitching.
- 3.5.8 Outer Shell: The outer shell shall be TECGEN71, a rip-stop twill weave, 60% Kevlar/22% Nomex/18% TECGEN fabric with an approximate weight of 6.5 ounces per square yard, treated with a PFAS free water repellent finish. Color shall be gold.
- 3.5.9 Thermal Liner: The thermal liner shall be CoreCXP™ 5.6 oz/yd², Face Cloth MPG S000106138 Westex® Synergy® 3.3 osy 93% Nomex/5% Kevlar/2% P-140, plain weave with pure softener finish quilted to 1 layer of 2.3 osy of E89 spunlace.
- 3.5.10 Moisture Barrier: The STEDAIR® 4000 moisture barrier material shall be a 5.5oz/yd² two layer laminate comprised of an enhanced bicomponent membrane and 3.2 ounce per square yard Nomex® IIIA woven pajama check substrate. The enhanced bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene) matrix having a continuous hydrophilic (water loving) and oliophobic (oil-hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all requirements of NFPA 1971-2018 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and provides excellent total heat loss (THL) and thermal protective performance (TPP).
- 3.5.11 Thermal Liner Inspection Opening: A 14" wide inspection opening shall be placed on the right hip of the pant thermal liner at the side seam. The edges of the opening shall overlap and be reinforced with a moisture barrier binding tape. The corners of the opening shall be bartacked to deter tearing. The opening shall be covered with a thermal material flap measuring 14" x 2". The full length of the opening shall be closed with hook and loop to prevent debris from entering the opening.
- 3.5.12 Pant Closure: Each pant shall have an external fly flap constructed of one layer of quilted Nomex® batt and one layer of moisture barrier sandwiched between two layers of outer shell material. The fly flap shall be a continuous part of the left front body panel beginning at the waist and extending down to a depth of approximately 12". The flap shall be approximately 6" wide at the top, tapering

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down to width of approximately 3" at the bottom where it shall be triple bar tacked to the outer shell for strength and durability. The flap shall be a part of the pant closure system, which shall be: Inner Woven Hook & Loop/outer harness buckle as second positive closure - pile fastener tape sewn to underside of the fly flap shall correspond to a strips of hook fastener tape sewn to the right front panel of the outer shell. All pieces of hook and loop shall be sewn with double needle lock stitching. The inside of the flay shall have an opening where the leg loop of the harness threads through. This area is reinforced with PCA.

- 3.5.13 Pant Trim Style: Retro-reflective trim shall encircle the pant leg sewn to the shell 3" above the cuff with four rows of lock stitching.
- 3.5.14 Trim Material: The trim material shall be 3M™ Scotchlite™ Reflective Material - Fluorescent lime-yellow with silver stripe. All 3M™ Scotchlite™ 9500 Series Reflective Materials are complaint to NFPA 1971, 1951, and 1977, current editions. All trim shall be secured to the shell with four rows of lock stitching – no exceptions.
- 3.5.15 Pant Pocket (Right): A full bellows pocket, measuring approximately 10" X 10" X 2", shall be double stitched to the garment. A continuous layer of Kevlar twill shall be sewn to the outer shell, 2" up from the bottom of each pocket to provide optimal strength when carrying small tools. Two rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide the drainage of water. The pocket flaps shall be constructed of outer shell material and measure approximately 4" wide X 10" long. The pocket flaps shall be closed by means of hook and loop fastener tape. Two 1-1/2" X 2" squares shall be used on each pocket to provide even closure with a gloved hand. The upper corners of each pocket shall be bartacked for reinforcement.
- 3.5.16 Foam Enhanced Pocket Flap: Flap will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.
- 3.5.17 Egress Pocket (Left): An Egress Pocket, designed specifically to house most decent devices, hooks and rope shall be sewn to the upper thigh on the specified leg in a location allowing the decent devise to be attached to an external harness. The Egress Pocket shall be made of specified shell material with an overall measurement of approximately 9 1/2" x 16". The top portion of the Egress Pocket shall be covered with a shell material access flap measuring 9 1/2" x 8" sewn to the pant shell 1 1/2" above the body of the pocket. The flap shall have PCA reinforcement on lower half of flap as a reinforcement. Each corner of the flap shall be bar tacked for strength. The access flap shall be close over the top of the Egress Pocket and held closed with a 1 1/2" x 5 2/3" strip of hook and loop material double needle lock stitched to the flap and pocket. The flap shall be easily opened with a gloved hand by pulling on the rope impregnated expanded grab section of the flap. Under the access flap, a separate patch pocket measuring

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approximately 5 3/4" X 8 1/2" shall be sewn to the top of the main body of the Egress Pocket. This patch pocket shall be separated into compartments to securely hold most hooks on the market. Inside the Egress Pocket, at the top of the pocket shall be a "cradle" of shell material. The cradle shall measure approximately 8" x 6-1/2". One end of the cradle shall be sewn to the inside of the Egress Pocket, while the other end is sewn to the shell of the pant. The cradle will hold most decent devices while the attached length of rope can extend into, and be held by, the body of the Egress Pocket. The cradle shall have a split to allow the decent rope to escape the pocket without interruption to the decent device. A 1" x 4" piece of webbing shall be set at the top of the pocket to engage with the decent device to hold in place. A full bellow cargo shall be set to below the hook pocket on the Egress Pocket. The pocket shall measure 9 1/4" x 7" x 2". The pocket closure shall be 1 1/2" x 2 1/4" hook and loop.

- 3.5.18 Foam Enhanced Pocket Flap: Flap will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.

- 3.5.19 Pant Knee Reinforcements: The knee area shall have an exterior reinforcement of one layer of black polymer coated aramid and be padded behind the reinforcement with one layer of FR closed cell foam that is encased between layers of moisture barrier - providing a minimum CCHR rating of 200 seconds. The reinforced knee pad shall be sewn into the side seams of the pant thus graded in width according to pant waist size and be approximately 11" high. The bottom seam of the pad shall not have an exposed seam. The pad shall be pre-bent to the natural contour of the knee through incorporation into darts in pant design.

- 3.5.20 Tapered Pant Cuff: The pant leg cuffs shall be tapered approximately 1" shorter in the rear than in the front to reduce the chance of wear.

- 3.5.21 Cuff Reinforcement: Each cuff end shall be reinforced with a 2" wide piece of black Arashield material folded in half, approximately one half inside and one half outside the cuff end for greater strength and abrasion resistance. This Arashield reinforcement shall be sewn to the cuff end with two rows of lock stitching.

- 3.5.22 Pant Take-up Straps: A take up strap constructed of Nomex® webbing and utilizing thermoplastic buckle shall be sewn to the outer shell at each hip. The take-ups shall pull forward to tighten.

- 3.5.23 Pant Harness: An NFPA 1983, current edition Class II Life Safety Harness manufactured by RIT shall be placed between the outer shell and liner system and integrated into the turnout pant. The harness shall be constructed of 1-3/4" wide Fire Rated flexible Kevlar webbing. The harness shall also be designed to respond to the user when loaded, but shall be relaxed and not interfere with the regular function of the turnout pant when not in use. The harness shall incorporate an adjustable waist belt and to prevent unnecessary wear and abrasion, shall not

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include any hardware on the leg loops. There shall be two polymer coated aramid reinforced slits located on the front of the pant. One on the fly and one to the right of the fly to pass through to the outside. Two addition reinforced slits shall be located on the rear of the pants. An NFPA 1983, current edition approved adjustable low-profile buckle shall be located outside the turnout pants at the fly for easy closure. The closure of the harness shall be in addition to the hook & loop on the turnout pant closure. There shall be a large 2" opening carabiner or ladder fixed carabiner at the center point of the A-frame and a floating dee ring on the right side of the A-frame. The A frame design maintains the proper position and center of gravity. There shall be (4) 1" x 6" fabric loops with ¾" x 2" hook & loop closure located by the slits to hold harness in place. In addition to loops there shall be two wide belt loops at the rear of the pant. To keep the harness in a stowed position, there shall be two keeper straps made of Nomex webbing sewn to the front of the pant. This harness is certified to the high temperature test under the 1983 guidelines.

3.5.24 Suspender Attachment: The suspender attachment shall be constructed of 2" wide black cotton webbing and includes a plastic (Acetal) loop that allows the ends of the suspender to be threaded through. There shall be four attachment points that get sewn into the waistband of the garment by means of lockstitch.

3.5.25 Suspenders: Each pant will be supplied with suspenders attached. The H-back style black padded suspender shall be made of 2" non-stretch webbing. The padding shall have a piece of anti-slip tape sewn to the padding. The suspender shall be equipped with a Cyberian Cam lock. This thermoplastic buckle has a cam mechanism that allows the suspender length to be adjusted when open. The suspender webbing is thread through the cam lock in a means to open and adjust the suspender length. A 2.5" wide thermoplastic "D" is sewn to the end of the webbing for ease of adjustment. When in the closed position the cam lock shall lock firmly into position to prevent slippage on the adjusted suspender. The suspender shall be affixed with hook and loop fastener tape allowing for removal and replacement. No suspender rivets or metal clip ends shall be permitted.

3.5.26 Sizing: Successful bidder must perform individual sizing per the manufacturer's requirements and shall be accomplished using sizing gear for all to try on and tape measure to confirm accuracy.

Sizing coats shall be even chest sizes, sleeves lengths shall be 1" increments. Body lengths shall be available in 26", 28", 29", 30", 32" and 35". Sizing pants shall be even waist sizes, inseams shall be 1" increments.

Successful bidder will size at a time convenient to the Canton Fire Department.

3.5.27 Asset Tracking: Vendor shall supply a web-based service that allows departments to have trained department staff perform Advanced Cleanings and Advanced inspections with on-line help menus per NFPA 1851, section 6.4.2. Customer shall have a dedicated database on-line that will allow Firefighters and

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Administrative Personnel to obtain service record of gear and elements, print reports on serviced garments and also generate Exception Reports on gear coming near to their due date or past due for service.

The web-based service also allows designated personnel the ability to add garments into the system automatically assigning them new asset tracking numbers. System will also track retired garments.

- 3.5.28 Onsite NFPA 1851 certified ISP – Care & Maintenance: The successful bidder must be capable of providing selection, sizing, cleaning and care of firefighter personal; protective ensembles per the National Fire Protection Association standard 1851 guidelines per personal protective equipment.

The cleaning and care facility must be onsite, owned and operated by the bidder, as well as being located within the state of Ohio.

The cleaning, inspection and repair facility must be verified by a third-party certification organization in accordance with the requirements of NFPA 1851.

All bidders must be factory authorized to perform cleaning and repair and must submit a letter showing authorization from the manufacturer they represent.

All bidders will use only NFPA 1851 standard substantiated and factory authorized techniques and machinery to perform required cleaning and repairs of said products per manufacturer's instructions.

Successful bidder must be factory authorized and able to alter garments and add lettering as required per the manufacturer's instructions.

3.6 Contract Non-Performance and Cancellation

- 3.6.1 If it is determined by the City of Canton that a contractor has failed to perform or otherwise breached their contract with the City, the City will give notice to the contractor of said non-performance or breach, and the contractor will have thirty (30) days from the time of said notice to remedy the non-performance or breach to the complete satisfaction of the City of Canton.
- 3.6.2 If a non-performance or breach is not remedied pursuant to specification 3.3.1, the City of Canton reserves the right to terminate the contract and re-award to a different contractor.

4.0 SAMPLING, INSPECTION, AND TEST PROCEDURES

- 4.1 The City of Canton reserves the right to inspect all products purchased and delivered and to refuse said products if they do not meet the required specifications.

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5.0 DELIVERY AND INVOICING

5.1 Delivery

- 5.1.1 Delivery and shipping F.O.B. destination, freight prepaid and allowed shall be included in the bid price. No additional charges will be paid for delivery or shipping.
- 5.1.2 Material shall be delivered to the address specified by the Canton Fire Department upon the time of order placement.

5.2 Invoicing

- 5.2.1 Invoice shall show the City's purchase order number, the item number, the quantity, a brief description of the item, the unit price and the total amount due.
- 5.2.2 Invoice address: All invoices shall be submitted to the address on the Purchase Order.
- 5.2.3 The City will pay the fixed price bid per the quantities listed on the proposal page as long as the provided Standard and Harness FXR Turnout Gear Pants and Coats meets all applicable specifications. The City will not pay assay adjusted invoices.
- 5.2.4 The invoice should reflect the quantity delivered and bid price.
- 5.2.5 The payment terms shall be net 30 unless a different term is agreed upon by the City of Canton and the successful bidder.

5.3 Contract Non-Performance and Cancellation

- 5.3.1 If it is determined by the City of Canton that a contractor has failed to perform or otherwise breached their contract with the City, the City will give notice to the contractor of said non-performance or breach, and the contractor will have seven (7) days from the time of said notice to remedy the non-performance or breach to the complete satisfaction of the City of Canton.
- 5.3.2 If a non-performance or breach is not remedied pursuant to specification 5.3.1, the City of Canton reserves the right to terminate the contract and re-award to a different contractor.

6.0 NOTES AND INSTRUCTIONS

- 6.1 Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be

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made by the Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.

6.2 Award Process

6.2.1 Contracts will be awarded by the City of Canton Board of Control in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best bidder.

6.2.2 The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton. The Board of Control and Director of Public Safety reserve the right to waive minor deficiencies contained within a bid.

6.3 Questions and Addenda

6.3.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.

6.3.2 All questions should be directed to:
Katie Wise
City of Canton Purchasing Department
Email: purchasing@cantonohio.gov

6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.

6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.

6.4 Proposal Page Instructions:

6.4.1 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified.

6.4.2 Prices shall include all of the requirements listed herein.

6.4.3 Please be sure to bid based on the quantity for each type of Standard and Harness FXR Turnout Gear Pants and Coats specified on the proposal page.

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- 6.5 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6.6 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Katie Wise, Assistant Director of Purchasing at kathryn.wise@cantonohio.gov. If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
- 6.7 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications or the proposal page, the City of Canton may reject said bid.
- 6.8 The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

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**Section VI: Proposal and Signature Pages
Proposal Page**

Purchase of Turnout Gear for Fire Department

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Bid Item: Purchase of Turnout Gear for Fire Department

****Please write legibly****

Description	Quantity	Total Price (In Figures)
FXR Standard Coats	24	
FXR Standard Pants	24	
FXR Harness Coats	4	
FXR Harness Pants	4	

Addenda Acknowledgement

I hereby acknowledge the following official addenda (leave blank if no addenda were issued)

Addenda Number(s) _____

**Purchase of Turnout Gear
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**Signature Page
Purchase of New Turnout Gear**

To the Director of Public Safety of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all of the goods and/or services contained within the bid for **Purchase of New Turnout Gear** in accordance with all specifications on file to the satisfaction of the Director of Public Safety of said City.

The bidder hereby agrees that the Director of Public Safety has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder herewith encloses a _____ **(Bid Bond, Certified/Cashier's Check)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract _____ will enter into contract therefore, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City.

The bidder acknowledges receipt of Addenda Numbers: _____

SIGNATURE OF BIDDER: _____

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Please have this page Notarized.