Invitation for Bid 200007305
Structural Firefighting Turnout Gear

Due Date: February 3, 2020/ Time: 10:00 A.M.
Opening Date: February 3, 2020/ Time: 10:00 A.M.
Receipt Location: City Hall, 900 East Broad Street, 11th floor, Room 1104

Invitation for Bids Prepared by:
Name: Tiffany Winfrey
Title: Senior Procurement Analyst
Telephone: (804) 646-1820
Fax: (804) 646-5989
Email: tiffany.winfrey@richmondgov.com
City of Richmond, Department of Procurement Services
900 East Broad Street, Room 1104, Richmond, VA 23219
http://www.richmondgov.com/Procurement/BidsProposals.aspx
SIGNATURE SHEET

This signature sheet must be included as part of the bidder’s bid, or the City will not consider the bid. The bidder’s signature below certifies that this bid as submitted complies with, and the bidder agrees to be legally bound by, all terms and conditions set forth in Invitation for Bids No. 200007305 for Structural Firefighting Turnout Gear. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this bid on behalf of the bidder.

| **Complete Legal Name of Bidder Firm:** | ________________________________ |
| **“Order from” Address:** | ________________________________ |
| **“Remit to” Address:** | ________________________________ |
| **Federal EIN / SSN:** | ________________________________ |
| **Authorized Signature:** | ________________________________ |
| **Printed Name of Signatory:** | ________________________________ |
| **Title of Signatory:** | ________________________________ |
| **Telephone Number with Area Code:** | ________________________________ |
| **Fax Number with Area Code:** | ________________________________ |
| **E-Mail Address:** | ________________________________ |
| **Date:** | ________________________________ |
STATEMENT OF NO OFFER

Bidders not submitting an offer for the commodity or service requested must fax this form to the Department of Procurement Services at (804) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Contracting Officer responsible for this solicitation at least ten business days prior to the solicitation closing date.

IFB No.: ___________________________ Service: ___________________________

The undersigned firm declines to submit an offer on the IFB for the following reasons:

☐ Unable to meet statement of needs
☐ Requirements are unclear or restrictive (explain in remarks)
☐ Unable to meet required delivery or performance date
☐ Unable to meet insurance requirements
☐ Insufficient time to respond to the solicitation
☐ Do not offer requested commodity or service, please remove our name from the City of Richmond’s bidder’s list for this commodity or service only.
☐ Other (explain in remarks)

Remarks:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

A firm’s failure to return completed form may result in the removal from the City of Richmond bidder’s list for the commodity or service requested above.

Firm Name: ________________________________

Authorized Representative: ________________________________

Signature: _________________________________________

Telephone: _________________________________________

Date: _________________________________________
STATE CORPORATION COMMISSION FORM

Complete Legal Name of Bidder Firm: ________________________________

Virginia State Corporation Commission registration information. The bidder:

☐ is a corporation or other business entity with the following State Corporation Commission identification number:

____________________

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

☐ has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the bidder to submit the State Corporation Commission identification number after the due date for bids. The bidder shall promptly provide any information the City requires to enable the City to properly evaluate the bidder’s request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.
<table>
<thead>
<tr>
<th>Item No#</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1.</td>
<td>200 ea.</td>
<td>Honeywell – Morning Pride Tail - Bunker Coat Tails (Black) with Lime Trim</td>
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<td>Manufacturer and Part number: Honeywell LTO-</td>
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<td>2.</td>
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<td>3.</td>
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<td>Honeywell – Morning Pride Tail - Bunker Coat Tails (Natural) with Orange Trim</td>
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<td>5.</td>
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<td>6.</td>
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<td>7.</td>
<td>200 ea.</td>
<td>Honeywell Pro Warrington Bunker Boots</td>
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<td>Manufacturer and Part number: Honeywell #BT5007</td>
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<td>8.</td>
<td>200 ea.</td>
<td>Honeywell Pro Series NightHawk Bunker Boots</td>
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Manufacturer and Part number: Honeywell #BT5555

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<tbody>
<tr>
<td>9.</td>
<td>200 ea.</td>
<td>Honeywell Morning Pride Ben 2 Plus Lowe Rider Helmet with NFPA EZ Flips (Black, Red, Yellow, Orange, White)</td>
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Manufacturer and Part number: Honeywell

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<td>10.</td>
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<td>NFPA 1851 ADVANCED INSPECTION, CLEANING, AND MAINTENANCE</td>
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<tbody>
<tr>
<td>11.</td>
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<td>REPAIRS &amp; ALTERATIONS THAT MEET ALL NFPA (AND AS APPLICABLE OSHA) STANDARDS GOVERNING PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND/OR CARE &amp; MAINTENANCE THEREOF</td>
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<tr>
<td>12.</td>
<td>200 ea.</td>
<td>ELECTRONIC ASSET TRACKING SYSTEM FOR ALL ENSEMBLES ISSUED, CLEANED, INSPECTED, REPAIRED AND/OR MAINTAINED UNDER THIS CONTRACT.</td>
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Manufacturer and Part number:

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<th>TOTAL BID PRICE</th>
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<td>$</td>
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Delivery F.O.B: Turnout Gear must be furnished and delivered F.O.B. destination to 201 East Franklin St, Richmond, VA 23219 in accordance with all specifications, terms, and conditions herein.

Delivery Time: Normal - _____ days; Not to exceed – _____ Days

Delivery time estimates are required for inventory planning and may be a factor in determining the responsiveness of vendors in awarding this contract. Delivery times should be from notification of an order to delivery in Richmond.
SPECIFICATION REQUIREMENTS

PURPOSE AND SCOPE

The specifications were developed in detail by (RFES) and represent the desired attributes and properties of the turnout gear. Bidders shall identify in their bid any specific areas where their proposed gear does not meet the below specifications and provide details of their alternate approach to the particular specification exception. See Part II – Instructions to Bidders Paragraph 9 – Exceptions.

The below specifications define the minimum requirements for structural firefighter personal protective equipment (PPE) providing limited protection as defined by NFPA 1971 Latest Edition, Standard on Protective Ensemble for Structural Fire Fighting. In the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Every exception to specifications must be clearly spelled out at the time of bid. The purpose of the clothing is to provide protection during structural firefighting operations where there is a threat of fire and against adverse environmental effects during structural firefighting as well as when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication. These garments are not protective clothing and are not designed to be kept in direct contact with flames.

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

UNITS OF MEASURE

Current NFPA standards applicable to this product specification express values for measurement requirements in SI (metric-based) units, followed by US (inch-pound) approximate equivalents in parentheses. For the convenience of the fire department, this product specification reverses the order and presents the more familiar US approximation first, followed by the SI requirement in parentheses.

USER INFORMATION GUIDE

Each garment shall include a User Information Guide with information required by NFPA Standard 1971, latest edition. This guide shall include:

Pre-use information:
1. Safety considerations.
2. Limitations of use.
3. Garment marking recommendations and restrictions.
4. A statement that most performance properties of the garment cannot be tested by the user in the field.
5. Warranty information.

Preparation for use:
1. Sizing/adjustment.
2. Recommended storage practices

Inspection: Inspection frequency and details

Don/Doff: Donning and doffing procedures.

Sizing and adjustment procedures

Interface issues

Use: Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132

Maintenance and Cleaning:
1. Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
2. Maintenance criteria and methods of repair where applicable.
3. Decontamination procedures for both chemical and biological contamination.
Retirement and disposal criteria:
  1. Manufacturer’s garment identification number
  2. Date of manufacture
  3. Size

CERTIFICATION
The manufacturer must certify that the garments proposed in its bid meet or exceed all requirements of NFPA 1971 Latest Edition. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement.

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


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

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

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

PRODUCT COUNTRY OF ORIGIN
For liability reasons, garments must be manufactured in the United States of America or Canada by companies with their assets and incorporation within the United States of America or Canada.

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

LABELING REQUIREMENTS
Labels shall be permanently and integrally printed onto materials that meet all the requirements for labels of NFPA 1971. The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner.

In addition, each separable outer shell component shall be labeled in an obvious location including the size, date of manufacturer and an individualized serial number and bar code that matches the corresponding garment liner.

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

CARE INSTRUCTIONS
The manufacturer shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations. This document shall be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details. This written information shall be in complete compliance with NFPA 1971 requirements, and shall reference same.

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

TRACEABILITY PROGRAM
The manufacturer shall have in place a computer maintained traceability program that provides for the assignment of a production control number to each garment. The traceability program must be capable of tracing the garment through production, from the bolts of cloth used in all three layers of the garment composite construction, to the
assignment of the garment to the individual firefighter. This production control number shall be visibly located on the garment label and on other protected areas of garment.

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

PATENT CONSIDERATIONS

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

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

SIZING

To ensure a perfect fit, sizing shall be determined by actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the manufacturer and the department. It is preferred, the winning bidder shall not be outside the radius of the state of Virginia unless Bidder’s has headquarters elsewhere and an authorized distributor or independent service provider within the state of Virginia to provide measurements and onsite fitting.

Garments shall be available in custom sizing as follows: coat chest in 2-inch (5.1 cm) increments, coat sleeve in 0.5-inch (1.3 cm) increments, coat back length in 1-inch (2.5 cm) increments, pant waist in 2-inch (5.1 cm) increments and pant inseam in 1-inch (2.5 cm) increments. A full range of women’s sizing, on women’s patterns, must also be available. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist and from hip to ankle, to provide proper fit for individual arm and leg lengths. Pattern tailoring to custom-fit neck, bicep, hip/seat and thigh circumferences must also be provided, when needed, at no additional charge. Neither Small-Medium-Large-Extra Large sizing nor women’s garments cut to men’s patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.

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

SELF-BINDING

Liner and moisture barrier shall be stitched together and turned, then topstitched, to create a self-binding edge. The extra bulk of separate binding material is specifically prohibited.

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

THREAD

All thread used in structural seams shall be Nomex® of minimum Tex size T-70. Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan or bronze colored garments shall feature tan thread. (OK)

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

STITCH METHODS

MAJOR ‘A’ & ‘B’ SEAMS

Except for the collar Major ‘A’ seam, which is single-needle lock stitched three times, all Major ‘A’ & ‘B’ seams (as defined by NFPA 1971) shall be double stitched, double feld throughout all three layers (outer shell, moisture barrier and thermal liner), and shall be made with Nomex® thread, minimum Tex size T-90. Detailed stitch and seam type requirements are shown below.
**Stitch Type 401**
Double lockstitch, as defined by ASTM D 6193-97

**Modified Seam Type LSc-2**
Double feld seam, modified only to ensure that both stitch lines penetrate cloth at joining, otherwise as defined by ASTM D 6193-97

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

**Does Your Bid Comply With All Aspects of This Section?**

For Outer Shell: Yes _____ No _____

For Thermal Lining: Yes _____ No _____

For Moisture Barrier: Yes _____ No _____

**MINOR SEAMS**
Most Minor seams, such as storm shields and mated hems, shall also be stitched with the specified Nomex thread. Detailed stitch and seam type requirements are shown below.

**Stitch Type 301**
Locksmith as defined by ASTM D 6193-97

**Seam Type SSae-2**
As defined by ASTM D 6193-97, shown (a) before and (b) after required turning
POCKETS

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

Stitch Type 301
Lockstitch as defined by ASTM D 6193-97

Seam Type LSd-2
As defined by ASTM D 6193-97

3-Dimensional pocketing shall feature these same construction details, but the reinforced single stitch Seam Type LSd-1 may be substituted for LSd-2. Detailed seam type requirements are shown below.

Stitch Type 301
Lockstitch as defined by ASTM D 6193-97

Seam Type LSd-1
As defined by ASTM D 6193-97

TRIM AND DANGER LABELS

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

Stitch Type 301
Lockstitch as defined by ASTM D 6193-97

Seam Type SSbd-1
As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects of This Section?  Yes _____ No _____
SINGLE LAYER HEMMING AND FINISHING

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

Stitch Type 301  
Lockstitch as defined by ASTM D 6193-97

Seam Type EFb-1  
As defined by ASTM D 6193-97

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

POCKETS

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

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

All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material for extra durability. The exact location of the reinforcements shall be identified in the custom options section(s).

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

All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps. The specific placement of the closure system shall be outlined in the custom options sections.

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

TAILORED GRADING OF GARMENT LININGS

All garment layers and Cold Weather Accessory Linings shall be graduated in size to fit within in each other in the overall composite without causing bunching or binding when the garment is worn.

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

POINTS OF STRESS

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

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

ASSET TRACKING SERVICES

Upon request, the manufacturer shall be capable of providing a Windows-compatible software program for the tracking of care, inspection, cleaning and maintenance of the department’s PPE.

This tracking program shall meet or exceed all record-keeping requirements of standard NFPA 1851, Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles, Latest Edition.

Vendor shall ensure that all products purchased and or serviced under this contract and all subsequent extensions (if any), shall be entered and maintained by the vendor in the asset tracking database. Services and products purchased shall not be paid by the City until all required entries denoting services performed and/or purchases made have been
entered into the dbase. The vendor shall supply the City of Richmond Department of Fire and Emergency Services with an electronic back-up, in a readable format, on an annual basis.

Labels on each separable part of the garment shall include a standard style interleaved 2 of 5 barcode containing (at a minimum) an individualized serial number for asset tracking purposes.

The manufacturer must be capable of providing onsite or internet training to department personnel who are involved with the daily use of this tracking program, and if there is an additional cost involved for this service, the Bidder must disclose those costs at the time of bid.

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

REPAIRS AND ALTERATION SUPPORT

If requested, the manufacturer shall furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the manufacturer shall provide on call at no charge, during normal business hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on all maintenance, cleaning, inspection, or repair questions that might arise. Additionally, the manufacturer shall agree to expedite, on its own cost-only basis, all repairs that must be performed at the manufacturer’s plant, rather than in department, over the life of the contract.

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

HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT

Because thermally stable materials are essential to maximizing protective performance in firefighters’ PPE, and because NFPA only states “minimum” performance requirements, all thermal liner or thermal enhancing materials used in the garments shall also meet the following criteria after the 500 degree F oven test:

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

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

BREATHABILITY REQUIREMENT

Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials fabrics and reinforcements used in the construction of the garments shall be breathable and all moisture barrier material must be as specified in the Materials Section.

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

Areas where non-breathability is allowed (absent Custom Option specifications): trim or other items placed externally on the arms that might need extra material to pass NFPA required Stored Energy Testing, hook and loop fastening, hardware or hardware backing, and pocket linings where used exterior to the outer shell.

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

CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

Using breathable materials as outlined in the section titled Breathable Materials, there shall be: A minimum area of 4” x 4” (10.2 cm x 10.2 cm) at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi with a minimum 6” x 6” (15.2 cm x 15.2 cm) area at the knees that provide 25 CCHR at 8 psi.

In all three of these compression areas at least a portion of the protective area shall be made from high temperature fiber based materials sewn to the thermal liner on the inside of the liner toward the moisture barrier.

Does Your Bid Comply With All Aspects of This Section?     Yes _____ No _____
SEAM PROTECTION AT CUFFS

At the coat and pant cuff Major ‘A’ seams, the reflective trim shall stop just before the folding of the full feld seam and for additional abrasion protection be covered by a sewn on strip of polymer coated Kevlar material laid on top of the Major ‘A’ seam and covering each end of the trim.

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

APPLICABLE DOCUMENTS

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

<table>
<thead>
<tr>
<th>STANDARD</th>
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<tbody>
<tr>
<td>ASTM D 6193-97</td>
<td>Standard Practice for Stitches and Seams</td>
</tr>
<tr>
<td>NFPA 1500, Latest Edition</td>
<td>Standard on Fire Department Occupational Safety and Health Program</td>
</tr>
<tr>
<td>NFPA 1851, Latest Edition</td>
<td>Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles</td>
</tr>
<tr>
<td>ANSI</td>
<td>NFPA 1971, 2013 edition and ANSI Z87.1+ (for all eye wear)</td>
</tr>
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</table>

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

COAT

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

**DESIGN CONCEPT (STYLING)**

The standard coat design shall be 6-inches (15.2 cm) longer at the rear hem than at the front hem and provide continuous and unbroken moisture barrier and thermal liner protection from the collar seam to the hem at the bottom of the coat tail. Each coat length shall be determined by each individual’s torso length to provide the coat-to-pant interface as defined by NFPA 1500. Coat design must interface properly with standard waist high bunker pants. To facilitate various body types the front to rear length differential shall be made available in 3-inch (7.5cm); 4-inch (10.0cm); 5-inch (12.5cm); and 6-inch (15.0cm) “Tail Drops.”

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

PATTERNING CONCEPT

Garments shall feature a tailored three-piece body (with one-piece back) and one-piece, set-in sleeve construction throughout the outer shell, moisture barrier and thermal liner layers. One-piece garment body (either all layers or some layers) will not be considered acceptable since they cannot be tailored to hard-to-fit personnel. Similarly, garments with seams in mid-back are not considered acceptable because of backbone irritation that can occur with SCBA use. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right
and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

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

**PATTERNING REQUIREMENTS**

To assure maximum freedom of movement and reduce kinetic resistance with minimum garment weight and bulk, coat patterning shall include the following features:

- Degree of slope on shoulders shall be no more than 20%.
- Hydraulic Butterfly sleeve patterning having built-in underarm bellow with 85-degree Lift up Release Action shall be provided to minimize coat hem rise.
- Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
- Coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments.
- Shell-and-liner retraction at the cuff shall not exceed 1 inch (2.5 cm) when both arms are raised overhead. This helps eliminate wrist exposure.
- 10-inch (25.4-cm) chest over-sizing shall be provided.
- Coat sweep measurements must be consistent with the chest over-size at the hem.
- Reach when measured from cuff to cuff, with coat lying flat, and standard length sleeves extended to each side, shall be provided as detailed below.
- An alteration point at the hem that during manufacture allows the sweep dimension to be adjustable in two-inch (5.0cm) increments

<table>
<thead>
<tr>
<th>Chest Size</th>
<th>Standard Reach</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 in (101.6 cm)</td>
<td>66 in (167.6 cm)</td>
</tr>
<tr>
<td>42 in (106.7 cm)</td>
<td>67 in (170.2 cm)</td>
</tr>
<tr>
<td>44 in (111.8 cm)</td>
<td>68 in (172.7 cm)</td>
</tr>
<tr>
<td>46 in (116.8 cm)</td>
<td>68 in (172.7 cm)</td>
</tr>
</tbody>
</table>

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

**DRAG RESCUE DEVICE (DRD)**

Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat. Each strap will be properly labeled with the chest size(s) the Rescue Strap is designed to fit.

Rescue Strap shall be designed in a fashion that it functionally provides a dynamic and articulated action and to eliminate excess strapping material hanging down the back when installed between the garment’s liner and outer shell.

The device shall be constructed using two components: a 1.75" (4.45 cm) Kevlar webbing grab handle; and a free-floating loop of Kevlar rope to go around each of the wearer’s arms/shoulder.

The grab loop shall extend upward and pass through a tunnel of outer shell and pass out through a reinforced slot in the coat outer shell just below the center rear of the collar seam . The protruding grab loop shall then fold back down and be stored by hook and loop fastener.

The end of the garb loop shall be covered with an outer shell flap sewn below the held in place with hook & loop fastener to reduce the chances of snagging the grab loop by accident.

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

- Description 100% Kevlar Double Plain Weave
- Width 1.75" (4.45 dm)
- Thickness 0.064" ± 0.010" (.163 cm ± .0254 cm)
- Tensile 5,000 lb minimum (22.24 kN)
To facilitate comfort and safety the free-floating loop shall be constructed of soft and pliable Kevlar rope meeting the following specifications:

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

Rescue Strap shall be sewn with Kevlar thread

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

LINER ATTACHMENT

The completed liner-moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight, bulk and stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or hook and loop fasteners in this area is not allowed due to their added weight, bulk and stiffness.

Liner sleeves shall be attached at the cuff by means of snaps on two (2) sets of color coated ara-shield tabs per liner cuff. The male and female snap parts shall both be located on tabbing that is sewn to the liner at the cuff.

To provide continuous moisture protection and pathogen protection at the neck, the liner shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material. Attachment at the neck shall be by means of four (4) glove straps that penetrate only the layer of the attachment strip facing towards the liner, so that metal contact at a wearer’s neckline is completely eliminated.

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

COAT CERTIFICATION LABEL ON LINER

The coat certification label on the liner shall be affixed to the inside right body panel of the liner in a fashion to provide an inside liner pocket.

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

COLLAR

The collar shall be of layered construction, consisting of a layer of waterproof moisture barrier and a layer of NFPA 1971-certified insulating material, sandwiched between two (2) layers of specified outer shell material. NFPA compliant collars shall be at least 3 inches (7.6 cm) high while CGSB compliant collars shall be at least 4 inches (10.2 cm) high. The design shall incorporate in its patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.

There shall be no vertical or horizontal seams or stitching in the body of the collar. The left outside of the collar shall have a sewn piece of 2-inch x 2-inch (5.0-cm x 5.0-cm) hook fastener tape for chinstrap-to-collar closure. The fastener tape shall be located rear ward far enough to allow for the location of a forward mounted microphone tab if so desired. Each collar shall be graded to individual coat sizes.

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

CHIN STRAP

The chinstrap shall be of layered construction identical to that of the collar configuration described in the previous paragraphs. Chinstrap shall be of a crescent shaped design with minimum dimensions of: 9 inches (22.5 cm) long across the top corners, 10.5 inches (26 cm) long across the bottom corners, and 3.5 inches (8.75 cm) in vertical height, measured at the center. The leading underside edge of the chinstrap shall have a 4.0-inch-wide (3.8 cm-
wide) horizontal strip of loop fastener tape to ensure an adequately adjustable closure and to ensure passage of the Whole Garment Liquid Penetration Test.

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

HANG-UP LOOP
An 80-pound (36.3 kg) tear strength hang-up loop shall be provided at the interior collar seam. The loop shall be constructed of triple layers of the specified outer shell material, lockstitched to the coat. Webbing is not acceptable.

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

SLEEVES
To prevent stove-piping the sleeves shall be individually graded by coat size and sleeve length. For maximum freedom, the sleeve design shall feature extra full cut one-piece set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major seams shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double feld and double stitched for maximum.

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

INNER WRISTLET & WATERWELL
Every coat shall feature minimum 4.5-inch (11.4-cm) long, double-layer knit inner wristlets protected by a flame-resistant and moisture-resistant inner waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). The specified moisture barrier shall form an inner waterwell with an elastic gather sewn to the moisture barrier sleeve end.

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

EXTERNAL WRISTLET
Every coat shall feature a 2.5-inch (6.4 cm) long knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/thermal liner assembly.

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

FRONT CLOSURE PROTECTIVE OVERLAP
Two-inch-wide (5.1 cm-wide) panels of breathable moisture/pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials. An additional layer of breathable moisture/pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

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

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

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

- **THERMAL LINING**
- 7.4 oz - 60% Nomex Filament, 40% Nomex Lensing /FR Rayon Spun Yarn; 2 Layers E89 (Berry Compliant)

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

**Does Your Bid Comply With All Aspects of This Section?**
For Outer Shell: Yes _____ No _____
For Thermal Lining: Yes _____ No _____
For Moisture Barrier: Yes _____ No _____

**COAT CUSTOM OPTIONS TO BE PROVIDED**

Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

(O20) Std -Inspection Port Liner
Std-Liner detachable
Std -SET Thermal Enhancement
Std -Liner Label Pocket
(R01) Std -Articulating Rapid Rescue Strap
(O01) Std -Take Up Straps - 2 Postman
Std -Trim Double-Stitched
*** NO Firefighter Name in Label ***
Trim -(4) New York - lime Scotchlite Triple Trim (3”)
Back Patch - PBI Max - Black
  < RICHMOND >
8 -3” sewn letters -lime Scotchlite
Hem Patch w/Velcro - PBI Max - Black
  - FF LAST NAME (1st INITIAL when specified)
- Avg. 7 letters
- OK to use 2” letters to fit
7 -3” sewn letters -lime Scotchlit
(E10) 2” Velcro/Zipper Coat Closure
pull tab - Leather - Gray
(Q02) LTO Comfort Chinstrap
Black Knit Material on Comfort Chinstrap
(O50) Dead Air Panels
Coat Cuffs - Arashield - Black
D-Ring on a Patch - PBI Max - Black - right side
  - Place directly below the radio pocket
Half Hi Bellows Pockets - PBI Max - Black - 7 x 9 x 1.5
E Z Grip Flaps - Arashield - Black
Full Kevlar Lined
Handwarmers behind Bellows Pockets - Fleece
Mic Tab - PBI Max - Black - right chest - 0.5 x 2.5
  - Place directly below shoulder seam & 1.5” from collar seam
Mic Tab - PBI Max - Black - right chest - 0.5 x 2.5
Mic Tab - PBI Max - Black - left chest - 1.5 x 2.5
  - Place directly below large hook on a patch
Large Hook on a Patch w/Velcro Strap - PBI Max - Black - left chest
  - Place as close to shield as possible
- Velcro strap to be 3” X 9”
- Place Velcro strap directly above chest trim
- Place nose of large hook on a patch 4” above top of Velcro strap
Radio Pocket - PBI Max - Black - right chest - 7 x 3 x 2
Notch Flap - Double Notches (both left & right) - right chest
(W50) Sub Wristlets - Long Hybrid with tabs - Nomex - black

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

PANTS

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

DESIGN CONCEPT (STYLING)

The pant shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist-high pants shall not be considered acceptable or “equal,” since additional trunk wrapping traps heat and moisture, increasing heat stress buildup while also creating mechanical resistance when covering the natural torso flexion point of the waist.

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

PATTERNING CONCEPT

Garments shall feature a tailored four-piece body plus a one-piece, over-sized crotch diamond pattern in the outer shell, moisture barrier and thermal liner.

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

PATTERNING REQUIREMENTS

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

- Incorporate hydraulic, swivel action leg-to-torso interfaces.
- Incorporate an oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no “in-crotch” seaming.
- In the outer seam hip area, in all three layers shall, incorporate convex seam technology to provide for generous seat expansion when squatting and crawling without creating unsightly bagginess.
- That the diamond extends from just above the left knee to just above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately proportionally graded to waist size and inseam length.
- Ensure that pants rest in normal body line balance of 22 inches (55.9 cm) center distance at the cuff for 42inch waist, 30 inch inseam pants.
- Provide for an alteration point at the hips so that during manufacture the hip dimension can be adjustable in two-inch (5.0cm) increments

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

SUSPENDER ATTACHMENTS

Eight heavy duty, 3” X ½” bar tacked Nomex straps on the interior of the waist, suspender attachments with a 3/4" wide additional band of coated needle punch Aramid to accommodate the snap attach suspenders

SUSPENDER CUSTOM OPTIONS TO BE PROVIDED

Metal ring suspender option
LINER ATTACHMENT

The moisture barrier and thermal liner assembly shall be attached to the outer shell at the waistband with seven (8) evenly-spaced glove snaps. Liners shall be attached at the cuff by means of snaps on two (2) sets ara-shield color coded tabs per liner cuff. The male and female snap parts shall both be located on color coded ara-shield tabbing that is sewn to the liner at the cuff.

PANT CERTIFICATION LABEL ON LINER

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

PANT CERTIFICATION LABEL ON SHELL

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

FLY FRONT

The outer shell fly shall be lockstitched to the left side of the front opening and shall be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2 inches (5.1 cm) to the left of the outer shell fly attachment seam and shall be constructed of certified breathable moisture barrier and thermal liner. The right front pant opening shall have an internal facing extending at least 2 inches (5.1 cm) to the right and constructed of specified fabric. In combination with the liner, the system shall offer 360-degree protection without gaps during movement of the outer shell moisture barrier and thermal liner. Closure shall be by means of a minimum 1.5-inch-wide (3.8-cm-wide) hook and loop fastener, and all construction techniques used shall provide liquid penetration protection under the NFPA 1971 Whole Garment Liquid Penetration Test. The fly shall be graded to the waist size of garments and crotch rise.

COMPOSITE MATERIALS

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

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

- **THERMAL LINING**
  - 7.4 oz - 60% Nomex Filament, 40% Nomex Lensing /FR Rayon Spun Yarn; 2 Layers E89 (Berry Compliant)

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

Does Your Bid Comply With All Aspects Of This Section?

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

For Moisture Barrier: Yes _____ No _____

**PANT CUSTOM OPTIONS TO BE PROVIDED**

(J02) STD Narrow Fly -2" Velcro w/ Hook & Dee
(O21) Std -Inspection Port Liner
Std -Liner Detachable
Std -Trim Double-Stitched

*** NO Firefighter Name in Label ***

Trim -(7) NFPA -lime 2-tone Oralite Scotchlite Triple Trim (3")
(O03) Angled Cuffs - Arashield - Black
Pant Cuffs - Arashield - Black
(K05) BiFlex Heat Channel Knees - 36B
(K53) Both center sections in BiFlex Knee to be Arashield - Blac
(O01) Take Up Straps - 2 Postman - PBI Max - Black
X-Large Bellows Pockets - PBI Max - Black - 10 x 10 x 2
E Z Grip Flaps - Arashield - Black
Full Kevlar Lined
Tool Divider - Kevlar
- 6" High
- Place inside right bellows pocket at bottom
- On pant portion
- Divide into 2 equal compartmentsBellows Pocket Divider -Kevlar
- Divide right bellows pocket 6" from front
Pencil Pocket - Kevlar - inside right bellows pocket-pant - 6 x 3
- Place centered at bottom of tool pocket divider
Snap Style Suspender Attachment
Dyna-Fit Suspenders w/ Snap Attach & Quick Adjust Installed
Suspender Padding

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

**Helmets**

**DESIGN CONCEPT (STYLING)**

Morning Pride Ben 2 LR Low Rider Traditional Helmets or equivalent that meets/exceeds all below specifications:

- Certification – NFPA 1971, one-piece headband and ratchet assembly that’s adjustable without disassembly.
- Reversible 2 point quick-attach postman slide chinstrap
- Securely Attached Ear Covers
- Bulldog Edge Beading
- Reflective Trim – 8 Trapezoids reflexite (Lime)
- Available colors: Black, White, Yellow, Red, Orange,
- Eye and Face Protection: EZ-Flips (NFPA 1971, Latest edition and ANSI Z87.1+)
Structural Boots

DESIGN CONCEPT

Honeywell First Responder Pro Series Model 5007 & NightHawk Model #5555 Structural Boot or equivalent that meets/exceeds all below specifications:

- Certification – NFPA 1971
- 14” Leather/Fabric Pull-on
- Reflective Welt
- Exclusive Bootie Package
- Texon Board Shinguard
- PowerToe Protection
- Broad Oblique Steel Toe
- Puncture Resist Stainless Steel Bottom Plate
- Corrosion-resistant Tripe Rung Shank
- Heavy Duty Round Handle Straps
- Reinforced Side and Back Stays
- Width: D, E, EEE
- Full and Half Sizes 5 to 16

Available options: DRY Contour Trimmable Cushioned Insoles, Polyurethane Trimmable Cushioned Insoles

Does Your Bid Comply With All Aspects of This Section?   Yes _____ No _____
### PERCENTAGE SPECIFICATION COMPLIANCE CALCULATIONS

<p>| | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Total Number “Yes/No” Questions</td>
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<tr>
<td>Total Number Yes Answers</td>
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<tr>
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<td>% Specification Compliance: [(Total Yes Answers) divided by (Total Answers)] X 100%</td>
<td></td>
<td>%</td>
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</tbody>
</table>
PART I
SPECIFICATIONS

1. **BACKGROUND**
The City of Richmond, Fire and Emergency Services Department has a long history of maintaining the highest level of quality and service for our protective equipment and clothing. Our organization seeks to obtain turnout gear that will offer our firefighters the most thermal protection, greatest breathability, lightest weight, highest quality, and functional design available. Richmond City Fire and Emergency Services Department (RFES) has approximately 440 sworn firefighters outfitted with structural firefighting turnout gear; each firefighter is assigned two (2) sets of gear. The Department hires 20 to 25 recruits annually, and keeps approximately 100 spare garments in inventory. It is the intent of the Department to award a contract addressing: Purchase, Cleaning, Maintenance, and Repair/Adjustments all under the umbrella of a single contract.

2. **STATEMENT OF WORK**
The City of Richmond, Fire and Emergency Services Department is seeking a competent, experienced, and qualified vendor to provide Structural Firefighting Turnout Gear. In addition to providing turnout gear responsive bidder must also be able to provide licensed turnkey cleaning, plus Maintenance/ Repair/Adjustments on an as-needed basis.

3. **CITY REQUIREMENTS**

   **SPECIFICATIONS:** Bidder must submit the completed specifications requirement document with their bid. Failure to submit required information may deem the bid non responsive.

   If bidding an equivalent product, Bidders must include with their bid specification sheets or information sufficient for thorough evaluation. Failure to submit required information may deem the bid non responsive.

   **SAMPLES/DEMONSTRATION:** The City may require Bidders to submit and/or demonstrate samples within one week (7-days) following date of request at no cost to the City. **DO NOT SUBMIT SAMPLES UNTIL NOTIFIED TO DO SO.** The City will not request oversized or over-length samples for the purpose of testing. All samples submitted shall be standard size and shall be provided at no cost or obligation to the City. All samples shall become the property of the City unless designated otherwise by the bidder.

   **NEW:** The completed bid shall not include components or finished units that are of a prototype nature or that have not been in production for at least three months.

   **WARRANTY:** The City desires a lifetime warranty on all materials and workmanship. A copy of the manufacturer's warranty shall be provided with the bid. Warranty shall include repair to the satisfaction of Richmond Fire and Emergency Services or replacement at no additional cost to the City. The Contractor shall be responsible for all transportation costs incurred during the warranty period. The City of Richmond Fire and
Emergency Services shall be furnished a "no charge" invoice for all work performed under warranty indicating type of work performed and materials replaced.

**EXTENDED WARRANTY AGREEMENT:** The City desires a ten (10) year extended warranty for all Annual Cleaning, Special Circumstance Cleaning (i.e., contamination of blood or other potential infectious body fluids, hydrocarbons, etc.), Repairs arising outside of normal wear and tear, Adjustments to garments; Advanced inspections required under NFPA or other incidental cleaning, inspection or repair as required. The City shall accept a phased approach to pricing (i.e., years 1-5, 6-8, and 8-10) for all services under the extended warranty agreement. The Contractor providing these services must be verified an Independent Service Provider authorized to perform contracted services. The Contractor shall be responsible for all transportation costs incurred during the warranty period. The City of Richmond Fire and Emergency Services shall be furnished a “no charge” invoice for all work performed under warranty indicating type of work performed and materials replaced. All repairs; cleaning; inspection; and other services provided by the Contractor shall be entered by the Contractor into an electronic asset tracking database accessible to select City of Richmond Fire and Emergency Services personnel.

**SIZING:** Contractor shall fit each individual to size at no additional cost to the City. The City desires the Contractor to perform this service within seven calendar days from date of order.

**DELIVERY:** The City desires delivery within 30 calendar days for emergency orders and new recruit orders. Additionally, 60 calendar days from the date of sizing for regular and routine orders. Bidder shall provide their best delivery date on the Bid Form.

**INSPECTION/ACCEPTANCE:** All merchandise shall be inspected before acceptance by an authorized representative of Richmond Fire and Emergency Services for workmanship, appearance and proper functioning of all components, and conformance to all requirements of these specifications. Failure in compliance will be cause for the purchaser to reject all or part of the order. Should deficiencies be found, it shall be the responsibility of the supplier to arrange for packing and shipment costs (if any) associated with the return of the product(s) in question, make necessary corrections or replacements, and return them to the Richmond Fire and Emergency Services for re-inspection and acceptance.

4. **CONTRACT AWARD**
   Contract award shall be made to the responsive and responsible bidder who submits the lowest Total Bid Price.

5. **PRICING**
   See Part II – Instructions to Bidders, Paragraph 22 – Unit Pricing.

   The quantities shown are estimates only and the City reserves the right to purchase only its requirements whatever the quantity may be, plus or minus, during the period specified.
6. **REFERENCES**
Bidder shall submit a minimum of three (3) references of similar size organizations, which must include organization name, current contact name, phone number and email address.

END OF SPECIFICATIONS
1. **Authorized Signature**
All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid and a resolution authorizing the individual to sign the bid and subsequent contract.

2. **Award**
Pursuant to City Code § 21-55(a), the City will make the award to the lowest responsive and responsible bidder. Whenever the City, in its sole discretion, deems it to be in the City’s best interest to do so, the City reserves the right:

A. To conduct any test it deems advisable.
B. To make all evaluations necessary.
C. To cancel this solicitation or to reject any or all bids, in whole or in part, as authorized by City Code § 21-72(a).
D. To waive informalities as authorized by City Code § 21-72(b).
E. To delete items prior to making the award.
F. To negotiate an adjustment of the bid price with the lowest responsive and responsible bidder if and to the extent permitted by City Code § 21-55(b).
G. To award to more than one bidder as authorized by City Code § 21-55(a).

Each bidder to whom a contract is to be awarded must register with the City prior to award through the City’s Supplier Registration Portal [http://www.richmondgov.com/Procurement/SupplierPortal.aspx](http://www.richmondgov.com/Procurement/SupplierPortal.aspx) and provide the banking information necessary to facilitate Automated Clearing House electronic payments. This registration is a condition of award.

3. **Bidders Not Debarred**
By signing its bid in response to this Invitation for Bids, the bidder warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contract by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

4. **Contractor Misrepresentation**
A. If any bidder knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding any contract awarded under this solicitation to that bidder.

B. Any bidder falsely representing past or proposed Minority Business Enterprise / Emerging Small Business participation may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract.

5. **DELIVERY AND TIME FOR HOLDING OF BID**

A. General terms such as “stock,” “immediately,” and “as soon as possible,” if included as part of a bid, will not be deemed more favorable to the City than any required delivery terms and, in the absence of any required delivery terms, may result in the bidder being deemed nonresponsive.

B. By signing its bid, the bidder offers and agrees, if the City accepts its bid within 90 calendar days from the date of the opening of bids, to furnish any and all items upon which prices are quoted at the same prices set opposite each item, delivered to the point specified in this Invitation for Bids, and at the time specified in the bid.

6. **DESCRIPTIVE LITERATURE**

The bidder shall submit with its bid descriptive literature of equipment or supplies, which it proposes to furnish, if such articles are of a different manufacture than those specified herein. Should the description furnished in such literature differ from the specifications submitted by the City, and no mention is made to the contrary, it shall be construed to mean that the bidder proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and its bid will be evaluated accordingly.

7. **DISQUALIFICATION DUE TO PARTICIPATION IN PREPARATION OF SOLICITATION.**

A. City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.

B. For purposes of this section 7 (“Disqualification Due to Participation in Preparation of Solicitation”), the word “prepares” has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

   1. Serving as a director or deputy director of the agency which has initiated the procurement;

   2. Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
(3) Serving as the procurement manager for the agency which has initiated the procurement;

(4) Serving as the procurement officer in charge of the procurement;

(5) Assisting in the development of specifications for invitations for bids or requests for proposals;

(6) Attending an evaluation committee meeting that is closed to the public;

(7) Voting on or scoring a bid or proposal; or

(8) Any other participation in the procurement process which could lead to unfair advantage.

C. Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person’s participation in preparing that solicitation.

D. If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person’s firm shall be disqualified from responding to the solicitation for violating the City’s no contact policy because the person discussed the solicitation with a City representative other than the contract specialist responsible for the procurement.

E. In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 7 (“Disqualification Due to Participation in Preparation of Solicitation”) and City Code § 21-281 may appeal the Chief Administrative Officer’s determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

8. **ETHICS IN PUBLIC CONTRACTING; NO KICKBACKS OR CONFLICTS OF INTEREST**

A. By signing this solicitation, the bidder certifies that he has not violated any provisions of Federal law, the Code of Virginia, the Richmond City Code or Charter. The bidder certifies that its bid is made without collusion or fraud and that the bidder has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid and that the bidder has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The bidder agrees that if such warranty is in any respect breached, the bidder will pay
to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under the bidder’s bid.

B. By signing and submitting its bid in response to this Invitation for Bids, the bidder represents and warrants that it is in compliance with the provisions of section 2.3 (“Anti-Kickback Provision”) of the General Terms and Conditions included with this Invitation for Bids and, further, that the bidder’s firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the bidder’s firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Invitation for Bids and any resulting contract with the City.

9. EXCEPTIONS
An exception is any condition, limitation, restriction, term or other deviation from the requirements of the Invitation for Bids that is a condition of the bidder’s bid or that the bidder expects to become part of a contract with the City. Bidders are strongly discouraged from taking exceptions to the requirements of the Invitation for Bids. Exceptions may result in the City declaring the bidder’s bid to be non-responsive. Any exceptions taken must refer to the specific language of the Invitation for Bids to which the bidder objects and must be included with the bid on a separate page. The City shall be entitled to assume that the absence of any exceptions constitutes the bidder’s willingness to comply with all requirements of all parts of the Invitation for Bids.

10. INCORPORATION OF POLICIES AND PROCEDURES
This solicitation is subject to the provisions of the Chapter 21 of the Code of the City of Richmond, the Department of Procurement Services Policies and Procedures and any revisions thereof, all of which are hereby incorporated into this solicitation by reference. Copies of these documents may be viewed at the City’s website (www.RichmondGov.com).

11. LICENSES, PERMITS, AND FEES.
All bids submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

12. MINORITY BUSINESS ENTERPRISE / EMERGING SMALL BUSINESS PARTICIPATION
The City has a commitment to the development of its minority and emerging small business communities. The City therefore encourages the use of minority business enterprises and emerging small businesses on all City contracts to the fullest extent reasonably possible. For this particular solicitation, it has been determined that minority business enterprise and emerging small business participation of _0_% is reasonably possible given the availability of minority business enterprises and emerging small businesses for the scope of work covered by this solicitation. The City's Office of Minority Business
Development is available at 646-3985 as a resource in identifying local MBEs and ESBs. Bidders’ assistance in helping the City achieve its priorities is greatly appreciated.

13. WITHDRAWAL OF BIDS

13.1 CONDITIONS FOR WITHDRAWAL

13.1.1 BEFORE DEADLINE FOR RECEIPT
A bidder may withdraw the bidder’s bid before the deadline fixed in this Invitation for Bids for the receipt of bids by submitting a written notice to the person identified on the cover sheet of the Invitation for Bids as the preparer of the Invitation for Bids. The written notice must be signed by the person who signed the bid, provided that another person may sign the written notice instead if a valid power of attorney authorizing such other person to sign on behalf of the person who signed the bid is attached to the written notice.

13.1.2 AFTER DEADLINE FOR RECEIPT
Pursuant to section 21-53(d) of the Code of the City of Richmond, a bidder may withdraw the bidder’s bid after the deadline fixed in this Invitation for Bids for the receipt of bids only for the reasons set forth in subsections (a) and (b) of section 21-53 of the Code of the City of Richmond and the provisions of this section 13.

13.2 PROCEDURE FOR WITHDRAWAL DUE TO ERROR OR MISTAKE

A. Bids will be opened on the date and at the time fixed in the Invitation for Bids, as amended by any addendum. Bids are usually opened at the time of the deadline for the receipt of bids fixed in the Invitation for Bids, as amended by any addendum.

B. The bidder shall give notice in writing of the claim of right to withdraw the bid within two business days after the conclusion of the bid opening procedure and shall submit the bidder’s original work papers, documents and materials used in the preparation of the bid with such notice. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required in this section 13.2. The work papers, documents and materials submitted by the bidder shall, at the bidder’s request, be considered trade secrets or proprietary information subject to the conditions of section 21-5(f) of the Code of the City of Richmond.

C. The failure of a bidder to submit the bidder’s original work papers, documents and materials used in the preparation of the bidder’s bid at or prior to the time fixed for the opening of bids constitutes a waiver by the
bidder of the bidder’s right to withdraw the bidder’s bid due to an error or mistake.

D. Pursuant to section 21-53(e) of the Code of the City of Richmond, no bid shall be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

E. Pursuant to section 21-53(f) of the Code of the City of Richmond, if a bid is withdrawn in accordance with this section 13.2, the lowest remaining bid shall be deemed to be the low bid.

F. Pursuant to section 21-53(g) of the Code of the City of Richmond, no bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. The person or firm to whom the Contract was awarded and the withdrawing bidder are jointly liable to the City in an amount equal to any compensation paid to or for the benefit of the withdrawing bidder.

G. Pursuant to section 21-53(h) of the Code of the City of Richmond, the Director of Procurement Services shall notify the bidder in writing within five business days of the Director’s decision regarding the bidder’s request to withdraw the bidder’s bid. If the Director of Procurement Services denies the withdrawal of a bid under the provisions of this section 13.2, the Director of Procurement Services shall state in such notice the reasons for the decision and award the Contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the Director of Procurement Services shall return all work papers and copies thereof that have been submitted by the bidder.

13.3 CONSEQUENCE IF BID NOT WITHDRAWN
If the bidder does not withdraw the bidder’s bid as provided in this section 13, or if the bidder is not permitted to withdraw the bidder’s bid as described in section 13.2(G), the City shall not be liable for any costs associated with mistakes or errors in the bid, and in no event may the amount of the Contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of the bidder from the consequences of an error in the bidder’s bid or offer.

14. NON-DISCRIMINATION
The City does not discriminate against faith-based organizations. By signing its bid, the bidder, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

15. ORAL EXPLANATIONS OR INTERPRETATIONS
A. All inquiries requesting clarification of this Invitation for Bids should be made in writing no later than ten business days prior to the closing date to the Contract Specialist identified on the cover page of this solicitation. If submitting an inquiry by facsimile transmission, the bidder should notify the Contract Specialist by telephone that the person is faxing the inquiry. All inquiries should clearly state the number of this Invitation for Bids. Because each bidder may have different needs for information, that bidder must make whatever inquiries it deems necessary in order to respond to the Invitation for Bids. Inquiries that the Contract Specialist determines to be pertinent to all solicited bidders will be answered by addenda to all solicited bidders.

B. No oral explanation in regard to the meaning of this Invitation for Bids will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Invitation for Bids that is pertinent to all solicited bidders will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each bidder known to have received the Invitation for Bids. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of bids.

C. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Invitation for Bids documents. All persons receiving Invitation for Bids documents issued by the City will be provided copies of addenda. If a bidder fails to acknowledge any addendum that (i) has a material effect on the bid (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that bidder’s bid incomplete, and the bid thus may be rejected as non-responsive. The bidder shall acknowledge receipt of all addenda as part of its bid and on the form provided for that purpose by the City. The bidder shall be solely responsible for verifying the existence of all addenda items.

D. Any contact with any City representative concerning this Invitation for Bids other than that outlined in subsection (A) of this section is prohibited. Any such unauthorized contact may disqualify the bidder from this procurement.

E. The Specifications and the General Terms and Conditions attached to this Invitation for Bids are hereby expressly made a part of and incorporated into this Invitation for Bids. The Specifications and the General Terms and Conditions shall be a part of any contract that results from this Invitation for Bids. This Invitation for Bids also includes a sample of the City’s form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Invitation for Bids.

16. POSTING OF INTENT TO AWARD
Following the selection and signing of a contract, the Purchasing Officer will notify those bidders whose bids are not selected of the name of the selected bidder. Bidders should note that it may take up to two months to award this contract.

17. **PUBLIC INSPECTION OF RECORDS.**

A. All proceedings, records, contracts and other public records relating to the procurement transaction that this solicitation concerns shall be open to the inspection of any citizen or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

B. Any bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids, but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

C. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by a bidder in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the bidder (i) invokes the protections of this section prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary.

D. Budgets and price quotations are considered public information in bids submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” may render the bid non-responsive. Classifying aspects of the bid that are not trade secrets or proprietary may render the bid non-responsive.

E. All bids submitted under this solicitation will become the property of the City and will not be returned.

18. **SAMPLES**

Samples of items, if requested, shall be furnished without charge, upon request within ten days. Failure on the part of the bidder to provide such samples within the specified time frame or to comply with these instructions may be cause to consider the bid as non-responsive. If not destroyed and upon request at the time of submission, samples will be returned at the bidder’s expense.

19. **SEPARATE INVITATIONS**

Bid responses for separate bid invitations shall not be combined on the same form or placed in the same envelope. Such bids may not be considered.

20. **STATE CORPORATION COMMISSION FORM**

A. State law requires most business entities to register with the Commonwealth of Virginia’s State Corporation Commission to obtain legal authorization to transact
business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

B. Each bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. Each bidder shall indicate the above information on the State Corporation Commission Form included with the Invitation for Bids.

C. By signing its bid in response to this Invitation for Bids, the bidder represents and warrants that all information the bidder submits on its completed State Corporation Commission Form is true and complete at the time the bidder submits its bid and will remain true and complete throughout the duration of any contract between the City and the bidder that results from this Invitation for Bids. The bidder agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City’s use and acceptance of such form, or its acceptance of the bidder’s statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the bidder as demonstrating compliance.

21. **Submission of Bids**
   A. Unless otherwise specified in the solicitation, the below provisions apply. Packages containing bids should be sealed and marked in the lower left-hand corner with the invitation number and the date and hour of opening of bids. Failure to do so may cause bid not to be considered.

   B. Bids shall be submitted on the forms furnished. Erasures or other changes in the bid must be annotated and initialed by the individual signing the bid.

   C. Bids containing any conditions, omissions, unexplained erasures or alterations or items not called for on the bid sheet may be rejected by the City as being incomplete.
D. Bids submitted in pencil may be cause for rejection.

E. Should any additions or deductions or any changes in price or specifications be written or otherwise set forth on the outside of any sealed package purporting to contain a bid, such package shall be returned unopened to the bidder.

F. The City is not responsible for the mishandling of any bid not properly identified on the outside of the package.

G. The City is not responsible for bids delivered to places other than as indicated in the bid package.

H. Late bids shall be deemed non-responsive and shall not be accepted.

22. **UNIT PRICING**

   Unless lump sum price is specifically requested, unit and extended prices should be given. Failure to do so may cause the bid not to be considered. In case of error in extension of prices in the bid, the unit price shall govern.

23. **USE OF BRAND NAMES**

   Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the bidder proposes an equal of the brand or trade name referred to, the bidder must furnish full particulars. If no mention is made of any exceptions, it is assumed that the bidder is bidding on the article mentioned and not an approved equal, and the bidder will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

**END OF INSTRUCTIONS TO BIDDERS**
PART III
GENERAL TERMS AND CONDITIONS

1.0 Duration of Contract.

1.1 Commencement and Expiration. This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire five (5) years later, unless terminated earlier in accordance with the provisions of this Contract.

1.2 Extension of Contract. The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to the City’s renewal clause as set forth in this Contract. This provision in no way affects or alters the City’s ability to renew the Contract consistent with the renewal option clause. If it is then decided to renew the resulting Contract, the renewal date will commence on the day following the last day of the contract extension.

1.3 Renewal. The City may, at its sole option, renew this Contract for up to five additional one-year renewal terms by furnishing the Contractor with written notice of its decision to renew at least 60 calendar days before the expiration of the then-current term.

2.0 Contractor Responsibilities.

2.1 Independent Contractor. The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 Advertising. The Contractor shall not use any indication of its services to the City for commercial or advertising purposes without the prior written consent of the Director of Procurement Services.

2.3 Anti-Kickback Provision. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.4 Century Compliance. The Contractor warrants that the hardware, software and firmware products, provided for the City’s use or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in
combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

2.6 **Contractor Misrepresentation.**

2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.6.2 **MBE/ESB Participation.** By issuing the Invitation for Bids, the City intends that MBE / ESB participation proposed as part of any bid in response hereto be binding on the Contractor. Consequently, if the Contractor falsely represents proposed MBE/ESB participation, or fails to comply with proposed participation, the Contractor may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.

2.7 **Drug-Free Workplace.**

2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.

2.7.2 **Contractor’s Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 (“Policy”) above.

2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council
of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

“a. It shall be an unlawful employment practice for an employer:

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 Richmond City Code Compliance. Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

(a) 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, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.9 Intellectual Property. The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 Personnel. The personnel designated in the management summary for key positions shall not be changed except with the permission of the City. The City will only approve such change when, in its opinion, the substitute personnel have equal or greater qualifications and experience than those they replace.

2.11 Property of Work.

2.11.1 Work Product. Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 City Property. Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 Payment.

3.1 Basis. The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Bid.

3.2 Deliveries. All deliveries shall be F.O.B. destination to the destination specified on the Bid Form. All bid prices are for F.O.B. destination and include only the actual freight rate costs at the lowest and best rate, based upon the actual weight of goods to be shipped. The required time for delivery will be as stated on the Bid Form unless the Contractor proposes a time for delivery that the City deems to be more favorable to the City than the required time for delivery stated on the Bid Form, in which case the Contractor’s proposed time for delivery will govern. The required time for delivery is stated either as a fixed date by which the Contractor must make delivery or as a number of calendar days following the City’s issuance of a purchase order within which the Contractor must make delivery.
3.3 **Terms.** The City’s payment terms are Net 45 unless the bidder proposes payment terms that the City deems to be more favorable to the City than Net 45 by printing such payment terms in the space provided on the Bid Form. Time allowed for cash discounts will be computed from the date of the City’s receipt of a proper invoice or the date of delivery to the City of the items invoiced, whichever is later.

3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

3.7 **Taxes.** All bids shall be submitted exclusive of direct Federal, State and Local Taxes. The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for its use or consumption and will furnish its tax exemption certificate upon request. However, if the bidder believes that certain taxes are properly payable by the City, it may list such taxes separately in each case directly below the respective item bid price.

3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor’s federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City’s Department of Finance at either:

   accountspayable@richmondgov.com

   or

   City of Richmond
   Accounts Payable
   900 East Broad Street
   Richmond, VA 23219.
The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order.

3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a MBE or ESB subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such MBE or ESB subcontractor or vendor performed on the MBE-3 form available on the City’s website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City’s Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to MBE or ESB subcontractors or contractors.

3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the City’s option, of any or all amounts due under this Contract through the Automated Clearing House network.

4.0 **Indemnification and Insurance.**

4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City and its agents, its volunteers, its servants, its employees, and its officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys’ fees, which either or both of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor’s sole expense any and all such claims or legal actions.

4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.
4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and the City shall not be responsible therefor.

4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

(i) Subrogation against the City shall be waived.

(ii) The City and its officers, employees, agents and volunteers shall be named as an additional insured, except for Workers Compensation and Professional Liability.

(iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days’ written notice to the City.

(iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 **Evidence to Be Furnished.**

4.2.3.1 **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement naming the City and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 (“Insurance”). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City and its officers, employees, agents and volunteers are named as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days’ written notice to the City. All certificates of insurance shall show the City’s Contract Number.

4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 (“Insurance”) unless requested at any time by the City’s Director of Procurement Services.
4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 (“Insurance”):

(i) Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

(ii) Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

(iii) Statutory Workers’ Compensation and Employers’ Liability Insurance with the Alternate Employer Endorsement WC 000301.

(iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than $1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than $1,000,000 per claim.

5.0 **Assignment, Delegation and Subcontracting.**

5.1 **By City.** The City may assign its rights or delegate its duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor’s business affairs without the prior written consent of the City.

5.3 **Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the City’s Director of Procurement Services.

6.0 **Remedies and Termination.**

6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 **Termination with Cause.**

6.2.1 **Notice.** The City may terminate this Contract with cause at any time for the Contractor’s failure to perform its obligations under this Contract or to otherwise adhere to the terms
and conditions of this Contract by delivery of written notice to the Contractor of the City’s intent to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 Cure. If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the City’s satisfaction, indicated in writing to the Contractor, during this seven calendar day period, then the City’s notice of termination with cause shall be deemed null and void.

6.2.3 Effect. Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

6.3 Termination without Cause.

6.3.1 Notice. The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City’s intent to so terminate. Such notice shall be delivered at least 90 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.3.2 Effect. Any such termination shall not relieve the Contractor of the obligation to deliver or perform, or both, on all outstanding orders issued prior to the effective date of termination. The City shall have full right to use that which the Contractor delivers or performs in any manner when and where the City may designate without claim on the part of the Contractor for additional compensation not set forth in the order.

6.4 Termination by Contractor.

6.4.1 Notice. The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor’s intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 Cure. If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor’s notice of termination shall be deemed null and void.

6.4.3 Effect. Upon such termination, the Contractor shall have no further obligations under this Contract.
6.5 **Waiver.** The waiver by either party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

7.0 **Dispute Resolution.**

7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

7.3 **Contractual Claims.**

7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Director of Procurement Services no later than 60 calendar days after final payment. *(See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).)*

7.3.2 **Required Contents of Claim Submission.** The Contractor’s claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The Director of Procurement Services, in the Director’s sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 (“Contractual Claims”) and in City Code § 21-167 shall govern the consideration of contractual claims. The Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. *(See City Code § 21-167(b); see also Va. Code § 2.2-4363(B).)*
7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (See City Code § 21-167(c); see also Va. Code § 2.2-4363(D).)

7.3.5 **Finality of Decision.** The decision of the Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-169. (See City Code § 21-167(d); see also Va. Code § 2.2-4363(E).)

7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 (“Contractual Claims”) shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (See City Code § 21-167(e).)

7.4 **Alternative Dispute Resolution.** The Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (See City Code § 21-170; see also Va. Code § 2.2-4366.)

7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

8.0 **Miscellaneous Provisions.**

8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor’s financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor’s compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records.
subject to audit under this provision for a period of not less than five years after the expiration or earlier termination of this Contract locally or in a manner deliverable at the Contractor’s expense to a location in the metropolitan Richmond area.

8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

8.3 **Force Majeure.** If either party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Contractor and the City regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Contractor and the City regarding this Contract’s subject matter shall be of any effect.

8.5 **Modification.** This Contract shall not be amended, modified, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the Contractor and the City in accordance with the City’s Purchasing Policies and Procedures.

8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase “individual or entity” means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices.**

8.7.1 **In General.** Any written notice by either party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person’s authorized agent, representative or officer
wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed
to such last known business address and delivered to a United States Postal Service
official or mailbox. Notice is effective upon such delivery.

8.7.2 **Address.** All notices to the City shall clearly indicate the City’s Contract Number and
shall be directed to:

    Director of Procurement Services
    Department of Procurement Services
    City of Richmond
    900 East Broad Street, Room 1104
    Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address
given in the Contractor’s bid.

**END OF GENERAL TERMS AND CONDITIONS**
PART IV
SPECIAL TERMS AND CONDITIONS

1.0  **COOPERATIVE PROCUREMENT**

A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.

B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent’s response to the solicitation.

C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.

D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting contract by another public body. Should another public body make purchases under the resulting contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.

E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.

F. The Contractor shall furnish the City with semiannual reports identifying all other public bodies which used this Contract within the six months preceding the report, the quantities purchased from the Contractor by each, and the dollar amounts paid to the Contractor by each.

2.0  **PRICE ESCALATION/DE-ESCALATION:**
A. Price adjustments may be permitted for changes in the contractor’s cost of materials not to exceed 3%. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the City.

B. Contractor shall give not less than 60 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 60 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the City; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor’s suppliers.

C. The Department of Procurement Services will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Department of Procurement Services.