

BID ADVERTISEMENT FOR THE WEEKS OF

February 14, 2024 & February 21, 2024

BID OPENS - THURSDAY MARCH 14, 2024

FILE NO. 20-24 ARFF Bunker Gear

FOR THE VARIOUS DIVISIONS FOR THE DEPARTMENT OF PORT CONTROL AS AUTHORIZED BY ORDINANCE 181.101 PASSED BY COUNCIL JUNE 2, 2008.

There will be a **NON-MANDATORY Pre-Bid Meeting, Wednesday, February 28, 2024 at 1:00 pm., Via WebEx, to call into the meeting dial 1-415-655-0002,**

Access Code 2634 194 8305.

Note: Bid must be delivered to the Office of the Commissioner of Purchases and Supplies, Cleveland City Hall, 601 Lakeside Avenue, Room 128, Cleveland, Ohio 44114 before 12 o'clock noon (Eastern Time).



**CITY OF CLEVELAND,
OHIO**

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

INVITATION TO BID AND FORMAL BID PACKAGE
TABLE OF CONTENTS

<u>ITEMS</u>	<u>SEQUENCE ORDER NUMBER</u>
Authorizing Ordinance.....	1
Bidder's Checklist.....	2
Instructions to Bidders (Part A).....	3
W-9 Form.....	4
Vendor Information Form.....	5
Bidder's Affidavit.....	6
Bid Bond.....	7
Bid Form.....	8
Bid Schedule of Items (Price Sheets).....	9
General Conditions (Part B).....	10
Specifications/Description of Products and/or Services (Supplemental Sections C, D, etc.).....	11
Nothern Ireland Form.....	12
Prevailing Wage, Davis Beacon or Living Wage (If applicable).....	13
Fannie M. Lewis, Chapter 188 (If applicable).....	14
Office of Equal Opportunitay Notice to Bidders, Chapter 187.....	15
Office of Equal Opportunity Clause.....	16
OEO Participation Form.....	17
OEO Schedules Checklist.....	18
OEO Schedules 1- 4.....	19
Subcontracting Participation or Waiver Form.....	20
OEO Submission Schedule.....	21

CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall, Room 128
Cleveland, Ohio 44114
216-664-2620

AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

Ord. No. 497-08.

By Council Members Cleveland and Sweeney (by departmental request).

An emergency ordinance to amend Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, relating to purchase or rental of commodities, goods, and services.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore, Be it ordained by the Council of the City of Cleveland:

Section 1. That Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, is amended to read as follows:

Section 181.101 Purchase or Rental of Commodities, Goods, and Services

(a) The Director of Finance, or other appropriate director, is authorized to enter into one or more standard or requirement contracts for purchase or rental agreements or leases with or without an option to purchase, when the Director of Finance determines they are financially advantageous, duly let to the lowest and best bidder following the procedures stated in Section 181.10, for the following commodities, goods, or services that are required for the usual daily operation of the various departments of the City, provided that the estimated amount per contract year on any individual contract shall not exceed \$250,000.00:

(1) except when a public improvement,

building construction materials

including, but not limited to, bricks, ready-mix concrete, dry wall, lumber, paint, and roofing;

(2) except when a public improvement, building maintenance and repair including, but not limited to, parts and services for doors, elevators, HVAC, mechanical systems, roofs, and windows;

(3) except when a public improvement, road, sidewalk, and sewer repair and replacement materials, supplies, and services, including but not limited to, tack coat, manhole risers, crack sealing material, emulsion, cold mix, guard rail supplies, liquid de-icer, salt inserts, traffic control devices, quicklime, and disposal of materials;

(4) construction equipment, without operators, including, but not limited to, earth, snow, and debris moving and removal, and materials, supplies, parts, and repair and maintenance services for them;

(5) cleaning and janitorial maintenance equipment, services, and supplies including, but not limited to, chemicals including pool chemicals, odor control, paper products, and pest control;

(6) educational and photographic equipment, supplies, parts, and maintenance and repair services for them;

(7) electrical supplies including, but not limited to, batteries, fixtures, lighting, and wiring;

(8) fuels and lubricants including, but not limited to, diesel, gasoline, natural gas, grease, and oil, and delivery of them;

(9) food and beverages for facility-

user consumption at Camp Forbes, House of Correction, City jails, and for resale at Highland and Seneca Golf Courses;

(10) hardware including, but not limited to, handheld tools and fasteners;

(11) industrial gases including, but not limited to, acetylene, argon, nitrogen, and oxygen;

(12) laboratory and testing equipment and lab supplies and services;

(13) except when a public improvement, landscaping equipment, materials, supplies, parts, and repair and maintenance services, and supplies including, but not limited to, indoor and outdoor plants, grounds, and trees materials and maintenance and repair of any of them, and plant rentals;

(14) medical equipment, materials, and supplies including, but not limited to, first-responder/first-aid supplies, and pharmaceuticals;

(15) mail, messenger, and moving services;

(16) office supplies, furniture, and equipment including, but not limited to, computers, computer peripherals and appurtenances, office machines, copiers, printers, and printing and mailing equipment, and materials, supplies, parts, and repair and maintenance services for any of them;

(17) paper products including, but not limited to, fine papers, printing media, envelopes, and printed forms;

(18) plumbing equipment, materials, supplies, and parts including, but not limited to, pipe, fittings, and fixtures;

(19) power tools, portable powered machines, electric motors, pumps, powered appliances, and milling and tapping machines, including materials, supplies, parts, and maintenance and repair services for any of them;

(20) program promotional items including, but not limited to, advertising specialties, caps, and printed T-shirts;

(21) property protection equipment,

materials, supplies, parts, and repair and maintenance services, including, but not limited to, fire extinguisher and fire suppression equipment and testing, locksmith services and supplies, property and casualty insurance covering City property and buildings, and security services;

(22) records management systems and services including, but not limited to, microfilm, microfiche, and compact disc (CD) copying, file storage, data entry, and shredding;

(23) recreation and sports equipment;

(24) snow and ice removal services;

(25) uniforms, work clothing, laundry, towel, and linen service, and supplies; and

(26) vehicle maintenance and repair equipment, materials, supplies, parts, and services.

Any purchase under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for such purpose.

(b) That under Section 108(b) of the Charter, the purchases authorized by this section may be made through cooperative agreements using state procedures. The Director of Finance may sign all documents with the State of Ohio or any of its political subdivisions that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 2. That Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, is repealed.

Section 3. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force

from and after the earliest period
allowed by law.
Passed June 2, 2008.

Effective June 6, 2008.

City of Cleveland

DEPARTMENT OF FINANCE
AHMED A. ABONAMAH
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY JOHNSON
COMMISSIONER

BIDDER'S CHECK LIST

The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

- 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
- 2. Are all prices (Unit and extension) clearly and accurately presented?
- 3. Is the payment discount given?

B. Bid Bond

- 1. Is the bond made out in the names of and signed by both the principal **and** surety?
- 2. Is the bond amount sufficient for the amount of the bid? **Must be 5% of the amount of the bid.**
- 3. Is there a power of attorney attached to the bond?

C. Bid Check (if submitted in lieu of Bid Bond)

- 1. Is the check in an amount sufficient for the amount of the bid? **Must be 5% of the amount of the bid.**
- 2. Is the check either properly certified or a cashier's check?
- 3. Is the Check made payable to: THE CITY OF CLEVELAND?

D. Bid Form (not to be confused with the Bid Bond)

- 1. Is all the required information given?
- 2. Is the form signed?

E. Affidavit

- 1. Does the affidavit contain all the information required ON BOTH SIDES?
- 2. Is it properly Signed? Is it properly notarized by a Notary Public?

F. Contract Compliance Certifications

- 1. Did you read Item 13, the Equal Opportunity Clause, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Did you read Item 14, the OEO Notice to Bidders, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 3. Did you complete OEO Schedules 1, 2, and 4 carefully and completely? Did you include signed Schedule 3's from all certified subcontractors?
- 4. If you are a Cleveland Area Small Business, minority business enterprise, or female business enterprise, did you include a copy of your own certificate?

G. Bid Envelope

- 1. Is the envelope identified with the correct title of the bid and the due date?
- 2. Is the envelope securely sealed?

H. Performance Bond

- 1. Will you be able to furnish the Performance Bond if one is required in paragraph A-5a of INSTRUCTIONS TO BIDDERS, in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

I. Federal Tax ID Form (W-9)

- 1. Is all the required information given?
- 2. Is the form signed?

J. Northern Ireland Fair Employment Practices Disclosure

- 1. Is all the required information given?
- 2. Is the form signed?

K. Please contact the Division of Purchases and Supplies at 216-664-2620 if you have additional questions on how to complete this bid form.

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

A-2 FORM OF BID (BID FORM)

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT

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

A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

A-6 EXPLANATIONS WRITTEN OR ORAL

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

A-7 PRICE BIDS AND DISCOUNTS

- a. **Unit Prices**
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. **Trade Discounts**
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. **Catalog Pricing**
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

A-8 BIDDER'S DESCRIPTION OF ITEMS

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

A-9 MANUFACTURER'S NAME

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

A-10 SAMPLES

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

A-11 TIME OF DELIVERY

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE *SCHEDULE OF ITEMS* AND ON THE *BID FORM*.

A-13 REQUIREMENT CONTRACT DEFINED

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, **Duration of Contract**.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

A-15 LIMITATION OF PERIOD OF CONTRACT

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A. and A-16B. above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms; including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

A-19 SUBCONTRACTING:

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 654 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust. Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-386-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Remit Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Contact Person: (Ordering) _____

Remit _____

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

NOTE: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____

COUNTY OF _____

} SS

AFFIDAVIT

_____ being first

duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name _____
at _____, in
the City of _____, State of _____

Partnership only: That he/she is the duly authorized representative of a partnership doing business under
the name of _____, in
the City of _____, State of _____

Corporation only: That he/she is the duly authorized, qualified and acting _____
of _____

a corporation organized and existing under the laws of the State of _____;
and that said individual, said partnership or said corporation, is filling herewith a bid to the City
of Cleveland in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and
addresses of all persons interested in said proposed contract: _____

Affiant further says that he/she is represented by the following attorneys:

and is also represented by the following resident agents in the City of Cleveland:

Partnership only: Affiant further says that the following is a complete and accurate list of names and addresses
of the members of said partnership: _____

Affiant further says that said partnership is represented by the following attorneys:

and is also represented by the following resident agents in the City of Cleveland:

ITEM 4

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President

Directors:

Vice President

Secretary

Treasurer

Cleveland Manager or Agent

Attorneys

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid

or assistance in securing contract above referred to in the event the same is awarded to _____

(name of individual, partnership or corporation)

Further affiant said not.

(Sign Here) _____

Sworn to before me and subscribed in my presence this _____ day of _____

20 _____

Notary Public

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____

BY: _____

TITLE _____

By _____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

STANDARD CONTRACT BID
 REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR: ARFF Bunker Gear

FOR: The Department of: Port Control

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making this bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$ _____

or a cashier's check or certified check on a solvent bank in the sum of \$ _____ payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the percentage of the total price bid set forth in Part B – General Conditions and in conformity with the provisions of The Codified Ordinances of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check shall be forfeited to and become the property of the City as liquidated damages. Otherwise, the Bid Bond or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name _____
MUST BE SIGNED IN SPACE INDICATED. Complete: *CORPORATION OR FIRM*
ERASURES MAY INVALIDATE THIS BID.

Sign Here By _____

If the bidder is a firm or corporation, the title of the officer signing and the State in which Incorporated must be indicated. _____
TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

**AIRCRAFT RESCUE & FIREFIGHTING BUNKER GEAR
ITEMS SHEET**

Ordinance No. 181.101

PURCHASE BY ONE OR MORE REQUIRENT CONTRACTS OF THE NECESSARY ITEMS OF BUNKER GEAR SUITS, INCLUDING BUT NOT LIMITED TO, STRUCTURAL PANTS, STRUCTURAL COATS, HOODS, HELMETS, SUSPENDERS, GLOVES AND BOOTS FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL FOR A PERIOD OF ONE YEAR. WITH TWO ONE YEAR OPTIONS TO RENEW.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
1.	Bunker Coat (Refer to Sec. A-1 --A-26)	12 coats	\$ _____	\$ _____
			Year 1 - Coat	Year 1
			Year 2 - Coat	Year 2
	Manufacturer _____		Year 3 - Coat	Year 3
2.	Trousers (Refer to Sec. B-1-B-24)	12 Trousers	\$ _____	\$ _____
			Year 1 - Trousers	Year 1
			Year 2 - Trousers	Year 2
	Manufacturer _____		Year 3 - Trousers	Year 3

Authorized Signature: _____ Date: _____

**AIRCRAFT RESCUE & FIREFIGHTING BUNKER GEAR
ITEMS SHEET**

Ordinance No. 181.101

PURCHASE BY ONE OR MORE REQUIRENT CONTRACTS OF THE NECESSARY ITEMS OF BUNKER GEAR SUITS, INCLUDING BUT NOT LIMITED TO, STRUCTURAL PANTS, STRUCTURAL COATS, HOODS, HELMETS, SUSPENDERS, GLOVES AND BOOTS FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL FOR A PERIOD OF ONE YEAR. WITH TWO ONE YEAR OPTIONS TO RENEW.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
3.	Structural Boots (Refer to Sec.C1-C18)	12 boots	\$ _____ Year 1 - Boots	\$ _____ Year 1
	_____		\$ _____ Year 2 - Boots	\$ _____ Year 2
	Manufacturer		\$ _____ Year 3 - Boots	\$ _____ Year 3
4.	Protective Hood (Refer to Sec. D1-D14)	24 hoods	\$ _____ Year 1 - Hoods	\$ _____ Year 1
	_____		\$ _____ Year 2 - Hoods	\$ _____ Year 2
	Manufacturer		\$ _____ Year 3 - Hoods	\$ _____ Year 3

Authorized Signature: _____ Date: _____

**AIRCRAFT RESCUE & FIREFIGHTING BUNKER GEAR
ITEMS SHEET**

Ordinance No. 181.101

PURCHASE BY ONE OR MORE REQUIREMENT CONTRACTS OF THE NECESSARY ITEMS OF BUNKER GEAR SUITS, INCLUDING BUT NOT LIMITED TO, STRUCTURAL PANTS, STRUCTURAL COATS, HOODS, HELMETS, SUSPENDERS, GLOVES AND BOOTS FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL FOR A PERIOD OF ONE YEAR. WITH TWO ONE YEAR OPTIONS TO RENEW.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>APPROXIMATE QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
5.	Structural Fire Gloves (Refer to Sec. E-1)	24 gloves	\$ _____ Year 1 - Gloves	\$ _____ Year 1
	_____		\$ _____ Year 2 - Gloves	\$ _____ Year 2
	Manufacturer		\$ _____ Year 3 - Gloves	\$ _____ Year 3
6.	Structural Helmet w/Visor (Refer to Sec. F1-F17)	12 helmets	\$ _____ Year 1 - Helmets	\$ _____ Year 1
	_____		\$ _____ Year 2 - Helmets	\$ _____ Year 2
	Manufacturer		\$ _____ Year 3 - Helmets	\$ _____ Year 3

Authorized Signature: _____ Date: _____

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

B-5 WITHDRAWAL OF BID.

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

B-6 TIME OF AWARD.

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

B-7 AWARD CONTRACT.

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

B-8 PERFORMANCE BOND.

A. Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B. No performance bond is required for any contract awarded pursuant to this Invitation to Bid in an amount of \$500,000.00 or less. Any contract over \$500,000.00 will require a Performance Bond for 25% of the contract amount.

B-9 RELEASE OF BOND.

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

B-10 CANCELLATION OF CONTRACT.

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

B-12 DELAY FOR CAUSES BEYOND CONTROL.

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

B-13 PATENTS.

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

B-14 DELIVERY.

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the full costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor must not perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

B-15 LABORATORY TEST.

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

B-16 FAILURE TO MEET SPECIFICATIONS.

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

B-18 STATE OR FEDERAL TAXES.

- a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
- c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from an such contributions or taxes or liability therefore.

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

B-21 INVOICING AND PAYMENT.

The Contractor shall submit invoices that appropriately reflect the work performed. Original Invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to ;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
 - Date that work was performed / material delivered,
 - Location for each item of service performed / material delivered,
 - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
 - Quantity of items being invoiced under each Line Item,
 - Unit Cost of each Line Item,
 - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

B-22 EQUAL OPPORTUNITY.

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.

B-23 DURATION OF CONTRACT.

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

B-24 REDUCTION IN PRICES.

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies; not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

B-26 LAWS, PERMITS, AND REGULATIONS

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

SERVICES, LABOR & MATERIALS - IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY

B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

B-28 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

B-29 WARRANTY

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
- 4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at <http://www.epls.gov/>

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

DETAILED SPECIFICATIONS

TURNOUT GEAR

The following specifications detail design and materials criteria to afford protection to the upper and lower body, excluding head, hands, and feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 (2018 Revision) and OSHA for structural fire fighters protective clothing.

ISO 9001

The manufacturer shall be ISO 9001:2015 certified, thus assuring quality control procedures in the manufacturing of bunker gear. A copy of this certification shall be supplied.

A. Bunker Coat

1. BUNKER COAT 32" ASSAULT STYLE

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure 32 inches long. The jacket shall be available in male and female patterns in even size chest measurements of two-inch increments and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

2. OUTER SHELL MATERIAL

The outer shell shall be approximately 6.0 oz, constructed of PBI/Kevlar in a proprietary blend of 70% "PBI Max" PBI/DuPont" Kevlar® spun yarns and 30% 600-denier DuPont" Kevlar® Filament. The outer shell shall be constructed in a comfort-twill weave and shall have the DuPont" Teflon® F-PPE durable water-repellent finish. Bids offering other blends of PBI/Kevlar® or filament Kevlar® of less than 600-deniers shall not be considered.

3. THERMAL INSULATING LINER

The thermal barrier shall consist of a twill weave face cloth constructed of 86% Aramid / 14% FR Viscose containing at least 60% of filament Nomex®. The facecloth shall weigh approximately 3.6 oz/yd² and be quilted with meta-aramid threads to 1 layer of 2.3 oz/yd² and 1 layer of 1.5 oz/yd² 100% aramid non-woven spun lace. The thermal barrier shall have a total weight of approximately 7.6 oz/yd². A 7 inch by 9-inch pocket, constructed of self-material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut Neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section. NOTE: This thermal liner MUST be used exclusively with a minimum of 7 oz. per square yard outer shell material.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

Bids offering other fiber blends or less than 60% filament Nomex® shall not be considered acceptable by this department.

4. MOISTURE BARRIER

W.L. GORE "CROSSTECH®" Type 2C 2-layer moisture barrier material shall be a 5.0 oz. per square yard two-layer laminate comprised of a bicomponent membrane and a 3.2 oz. per square yard Nomex® IIIA woven pajama check substrate. The bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon) matrix having a continuous hydrophilic (i.e. water loving) and oleophobic (i.e. oil hating) coating that is impregnated into the matrix. The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971-2007 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance. The moisture barrier shall be bound along the edges with Bias-Cut Neoprene-coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

5. OUTERSHELL CONSTRUCTION

All "Major A" seams shall be made of seam type LSbm-4, including stitch types #504, 401 and 301. The seaming process has two pieces of fabric together and stitching them with "5 thread overlock", using stitch type #516, consisting of stitch type 504 and 401. The seam should be folded over and top stitched with two (2) rows of lock stitch #301. All seams shall be stitched with Nomex® thread and sewn to prevent stitches from coming apart by themselves if cut or worn. Stress points such as pockets, pocket flaps, collar, and storm flap shall be bar-tacked for increased durability. The base jacket shall be approximately 32 inches (grading) and cut to assure increased overlap with the pants. The collar line, the collar, the sleeve lengths and the gussets shall be cut in proportion with the chest size of the jacket. The coat design shall include a tapered fit, through an athletic cut and shall be 4 inches shorter in the front than back. The coat shall be constructed of 16 panels in order to provide optimal comfort and fit.

6. DRD

A Drag Rescue Device (DRD) shall be installed in the jacket between the outer shell and the liner. The drag harness shall be made of 1 1/2" constructed of black Kevlar® with a red Nomex® center stripe. The webbing shall loop around the shoulders starting horizontally below the shoulders at the back, wrap around both shoulders at the front and exit through the outer shell at the back of the neck, below the collar seam to form a continuous loop. A flap made of outer shell shall be installed on the back of the jacket at the collar seam. The flap shall be shaped like an irregular pentagon with a rectangular base of six (6) inches wide by one inch and a half (1-1/2) long ending in a triangle. The length of the flap shall be three (3) inches. The flap shall open to give access to the strap of the drag harness. The flap shall be secured in closed position

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

with the use of a hook and loop fastener two (2) inches by one inch and a quarter (1-1/4) with rounded corners and a box and cross stitching. A piece of silver reflective trim shall be heat applied vertically on the center of drag rescue device flap to clearly identify the drag rescue device handle. The letters DRD shall be etched with a laser in the silver reflective material. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. Rope-style DRD straps will not be considered.

7. JACKET SEPARATING LINER SYSTEM

The combined moisture barrier and the thermal liner shall be completely removable for the jacket. The thermal liner and moisture barrier layers of the liner system shall be constructed in such a way as to allow the layers to separate for improved air flow, drying and interior service and replacement. The thermal liner and moisture barrier layers shall be stitched together at the sleeve cuff ends and hem of the rear body panels only. The leading edges and hem of the left and right front body panels of the thermal liner and moisture barrier layers shall fasten together with snap fasteners. The snap fasteners shall be evenly spaced along the opening edge of the layers and set in bias-cut reinforcement fabric. The neck area of the liner system shall attach up inside the outer shell collar with two strips of 5/8 inch wide flame resistant FR Velcro® fastener tape on the front and rear of the collar. Loop fastener tape installed along the neck of the thermal liner will secure to hook fastener tape installed along the front inside edge of the top collar.

Hook fastener tape installed along the neck of the moisture barrier layer of the liner system will extend upward into the underside of collar and attach to the loop fastener tape installed along the full length of the inside back layer of the collar. The outside perimeter of the liner moisture barrier and thermal liner layers shall be bound with a bias-cut Neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. Stitching used to secure the thermal liner and moisture barrier in place of the Neoprene shall not be considered since stitching is not able to provide the same level of abrasion resistance.

8. RETROREFLECTIVE FLUORESCENT TRIM

The retro-reflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center). Each jacket shall have and adequate amount of retro reflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA #1971 (2007 edition) and OSHA. The trim shall be in the following widths and shall be NYC style; 3 inch wide strips-around the bottom of the jacket within approximately 1 inch of the hem., around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

**DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR**

9. SEWN ON RETROREFLECTIVE LETTERING

Firefighter's jacket shall have;

3" lime/yellow 3M Scotchlite™ lettering on Row 1 reading;	AIRPORT
3" lime/yellow 3M Scotchlite™ lettering on Row 2 reading;	FIRE

Officer's jacket shall have:

3" Red/Orange 3M Scotchlite™ lettering on Row 1 reading;	AIRPORT
3" Red/Orange 3M Scotchlite™ lettering on Row 2 reading;	FIRE

10. REMOVABLE LETTER PATCH NAME PLATE

FR Velcro® Letter Patch-Lettering will be on the lower half of the jacket a FR Velcro® letter patch. The FR Velcro® letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the back of the jacket with FR Velcro® hook & loop fastener tape.

11. COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a four-layer construction and be of two-piece design. The collar shall have a minimum of 3 rows of quilting. The outer layers shall consist of outer shell material, with two layers of specified moisture barrier sandwiched in between (see Moisture Barrier section). The rear inside ply of moisture barrier shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be of two-piece design with the left and right halves of all component materials joined in the center by stitching, thereby permitting the collar to retain its proper shape and roll.

The collar shall be minimum 3½ inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. Inside the collar, above the rear seam where it is joined to the shell shall be a strip of 5/8 inch wide FR Velcro® hook fastener tape running the full length of the collar. The collar's front layers of moisture barrier and outer shell shall have an additional strip of 5/8 inch wide hook fastener tape stitched to the inside lower edge and running the full length of the collar. These two inside strips of 5/8 inch wide FR Velcro® hook fastener tape sewn to the underside of the collar shall engage corresponding pieces of flame-resistant loop fastener tape at the front and back neck area of the liner system.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 4 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1½ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with flame resistant FR Velcro® fastener tape.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

The flame-resistant FR Velcro® fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position.

Two 1½ inch by 3-inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3-inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape. A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

12. BACK

The jackets shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. The thermal liner shall have a single inverted pleat located at the upper middle of the back, corresponding to the added length in the shell provided by the back pleats. It will be designed to expand with the outer shell pleats to provide maximum expansion.

The moisture barrier shall be designed with darts corresponding to the added length in the shell provided by the back pleats. The darts are positioned at the shoulder blades of the moisture barrier, outside of the SCBA straps, and work together with the outer shell and the thermal liner pleats in the back providing maximum expansion.

13. AIRFLOW BACK

The coats shall be equipped with a system allowing air circulation on the back while wearing an SCBA. The Airflow system shall consist of a three-dimensional padding system of heavy-duty and precisely shaped closed-cell foam pads. The pads shall be distributed in a pattern optimized for air circulation and increased thermal protection. The pads shall also have 1/2 diameter holes to enable breathability. An aramid blend mesh shall be used to secure the pads on the thermal barrier. The padding shall extend from below the neck line to the low back and shall help cushioning the SCBA while creating Airflow channels. Coats without Airflow channels are not considered acceptable by this department.

14. JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel.

The breathable film side shall face inward to protect it. Jackets that use “false facings” shall be considered unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

15. STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of zipper and FR Velcro® tape; a 22-inch size #10 heavy duty high-temp smooth-gliding YKK Vislon™® zipper on the jacket fronts and flame-resistant FR Velcro® fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured with flame resistant FR Velcro® fastener tape. A 1½ inch by 24-inch piece of FR Velcro® loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch by 23-inch piece of FR Velcro® hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

16. CARGO HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retro reflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The lower half of the pocket shall be reinforced with an extra layer of outer shell material on the inside. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bartacks, and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of flame-resistant FR Velcro® fastener tape. Two pieces of 1 ½ inch by 3-inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3-inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

35” or longer Retro reflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

17. RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the coat, and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of flame-resistant FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed vertically on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 8 inches deep by 3 inches wide by 10 inches high and shall be installed on the left chest.

18. NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the left side as worn.

19. MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the coat at the ends only. The microphone strap shall be mounted above the radio pocket and shall be constructed of double layer black “Arashield®” material.

20. SLEEVES

The sleeves shall be of two-piece construction, having an upper and a lower sleeve. The sleeve seams shall be of a double needle seam construction and shall be contoured to follow the natural flex of the arm at rest. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or coat rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

21. WRISTLETS/ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with:

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

Nomex® knit wristlets not less than 4 inches in length and of double thickness. Nomex® knit is constructed of 96% Nomex and 4% Spandex for shape retention.

Nomex® hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. Nomex® knit is constructed of 96% Nomex and 4% Spandex for shape retention.

Kevlar® knit wristlets not less than 4 inches in length and of double thickness, and are constructed of 100% Kevlar® fibers.

Kevlar® hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness, and are constructed of 100% Kevlar® fibers. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge, and shall be stitched and turned for a finished appearance, rather than over-edged. PBI®/Kevlar® blend knit wristlets not less than 4 inches in length and of double thickness. Fiber content is 56% Kevlar®/ 37% PBI®/ 5% Polyester/ 2% Rubber.

PBI®/Kevlar® blend hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge, and shall be stitched and turned for a finished appearance, rather than over-edged. Fiber content is 56% Kevlar®/ 37% PBI®/ 5% Polyester/ 2% Rubber.

Wristlet attached to liner sleeve the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Nomex® snap tabs will be sewn into the juncture of the sleeve well and wristlet.

The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

Double Sleeve Well flame-resistant neoprene coated cotton/polyester impermeable barrier material, which in turn shall be sewn to the inside of the sleeve shell approximately five inches from the sleeve cuff. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene impermeable barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately five inches up, where it joins the sleeve well and is double stitched to

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

the shell. Four Nomex® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves.

This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

22. LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be 5" x 7". All edges shall be finished. Thermal scraps shall not be substituted for full-cut fabric padding.

23. ELBOW REINFORCEMENTS

The elbows of the outer shell sleeves shall be reinforced with an extra layer of outer shell material. The elbow reinforcements shall be of two-piece design. The two-piece design allows the elbow reinforcement to follow the contour of the sleeve and shall be double stitched together into the outer sleeve seam. The remainder of the elbow reinforcement shall be double stitched to the respective upper and under sleeve panels. The overall dimensions of the elbow reinforcements shall measure approximately 7 inches wide and 9 inches high. The two-piece design affords a more comfortable, ergonomic fit than the traditional one-piece elbow patch, which inhibits the natural contour of the arm.

24. LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

The coat outer shell shall be constructed such that there are no seams on top of the shoulder to prevent coat rise and unnecessary abrasion and pressure points. Coat designs with seams on top of the shoulder are not considered acceptable by this department. An additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7½ inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

25. ENVIRONMENTAL SEAL

The jackets shall be equipped with an environmental seal at the jacket/trouser interface to inhibit the penetration of foreign matter into the protective envelope at that area. The seal

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

shall be constructed of outer shell material and shall be double stitched to the inside of the jacket shell at the hemline.

The seal shall measure 3 inches wide, and shall extend from the left side-facing panel to the right side facing panel at the front of the jacket. The bottom 1 inch of the seal shall encase a continuous band of elasticized material extending the length of the seal.

To prevent the liner system from migrating away from the outer shell during donning, the liner system shall be secured to the shell with snap fasteners affixed to cloth tabs. Two double thickness cloth tabs shall be bartacked to the interior of the jacket on the inside of the environmental seal. The cloth tabs shall be positioned so that they correspond with the location of the seams joining the back body panel to the front body panels. A female snap fastener shall be affixed to each cloth tab. Two male snap fasteners shall be affixed to the liner system and positioned to engage the female snap fasteners.

26. JACKET LINER ALERT

The jackets shall be equipped with a method of policing the use of the liner system, comprised of the thermal liner and moisture barrier. This shall consist of a tab constructed of two layers of outer shell material attached to the back of the liner system at the hem. The tab shall exit the outer shell of the jackets through a small horizontal slot located just above the band of reflective trim around the hem of the jacket at the center of the back. A stripe of reflective trim will be sewn to the outside of the tab in matching width and color to that used on the jackets. A 1½ inch by 3 inch piece of flame resistant Velcro® loop fastener tape shall be sewn vertically to each side of the tab on the underside. A 1½ inch by 6 inch piece of flame resistant Velcro® hook fastener tape shall be sewn to the surface of the circumferential hem stripe of reflective trim and positioned to engage the FR Velcro® loop fastener tape on the tab. The 1½ inch by 6 inch Velcro® hook fastener tape shall be completely covered by the outer shell material tab when the liner system is installed in the jacket, and the hem trim stripe will appear unbroken. Failure to use the liner system would be indicated visually by the observance of the loop fastener tape obscuring the hem trim stripe and creating a break in the reflective trim.

B. TROUSER CONSTRUCTION

1. BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.

2. OUTER SHELL CONSTRUCTION

All "Major A" seams shall be made of seam type LSbm-4, including stitch types #504, #401 and #301. The seaming process shall start by aligning two pieces of fabric together and stitching them together with what is commonly referred to as a "5 thread overlock", using stitch type # 516, consisting of stitch types #504 and #401. The seam shall then be folded over and top stitched with two (2) rows of lock stitch consisting of stitch type #301. All seams shall be stitched with Nomex ® thread using 9 ± 1 stitches per inch and sewn to prevent stitches from coming apart by themselves if cut or worn. Stress points such as pockets and pocket flaps shall be bar-tacked for increased durability. The pant shall be made of ten (10) panels to provide complete range of motion. Pant designs with less than eleven panels shall not be considered acceptable for this department.

3. LINER CONSTRUCTION

All "Major B" seams shall be made of seam type SSa-2, including stitch types # 504 and # 401. The seaming process shall start by aligning two pieces of fabric together and stitching them together with what is commonly referred to as a "5 thread overlock", using stitch type #516, consisting of stitch types #504 and # 401. In addition, the moisture barrier seams shall be sealed. The moisture barrier and thermal barrier component of the liner shall be sewn together at the edges using a piece of bias-cut neoprene and sewn together with one row of lock stitch, consisting of stitch type 301. All moisture barrier seams shall be stitched with Nomex® thread using 12 ± 1 stitches per inch. All thermal barrier seams shall be stitched with Nomex® thread using 10 ± 1 stitches per inch. All seams shall be oriented so that the edges of the thermal barrier and the moisture barrier sealing tape are inside the inner liner. The liner shall be cut a maximum of three (3) inches shorter for the outer shell. A waist band shall be sewn to the inside of the outer shell. A two (2) inch waist band made of thermal barrier and moisture barrier shall be sewn to the inside of the outer shell. The liner shall be attached between the outer shell and the waist band with the use of one (1) full length zipper. The liner shall also be attached to the shell with two (2) tabs with snaps at each leg. The waist band shall be kept in position with- the use of five (5) snaps positioned around the waist, further securing the liner to the outer shell. Two additional layers of thermal barrier shall be sewn in the knee area for increased CCHR protection. The liner shall be equipped with an inspection port allowing for visual inspection of all sealed seams of the moisture barrier. The inspection port shall use a zipper closure of minimally sixteen (16) inches long.

4. COMPLETE MOTION CROTCH

The pant shall be designed with an oversized diamond shape panels to provide complete range of motion and comfort. Pant designs without an oversized diamond shape panels are not considered acceptable by this department.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

5. TROUSER LINER ACCESS OPENING

The thermal liner and moisture barrier layers of the trouser liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together at the front fly for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement of black Nomex® Twill webbing sewn to the bottom of the fly opening. The liner system of the trouser shall incorporate an opening at the right side of the waist, a minimum of 11 inches, for the purpose of inspecting the integrity of the trouser liner system.

6. SIZING

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

7. RETROREFLECTIVE FLUORESCENT TRIM

The trousers shall have a stripe of retro reflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 (2007 revision) in 3 inch lime/yellow Red/Orange 3M Scotchlite™ Triple Trim or (L/Y borders with silver center).

8. REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chain stitch strip of 3/32-inch strong, durable, flame resistant black Kevlar cording provides a bed for the stitching along each edge of the retro reflective fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance.

9. TROUSER SEPARATING LINER SYSTEM

The thermal liner and moisture barrier layers shall fasten together at the waist with snap fasteners and at the cuffs with full circumference FR Velcro® hook & loop fastener tape and two snap fasteners. The snap fasteners shall be evenly spaced along the openings and set in bias-cut Neoprene reinforcement fabric. The waist and cuff perimeters of the moisture barrier and thermal liner layers shall be bound along the edges with a neoprene-coated cotton/polyester binding for a finished appearance that prevents wicking of contaminants.

10. ELASTICIZED WAISTBAND

The trouser design facilitates the transfer of the weight of the trouser to the hips instead of the shoulders and suspenders. The two rear outer-shell body panels, beginning at the trouser side seams, shall incorporate an elasticized waistband. The rear elasticized waistband shall be integral to the shell of the pant and the elasticized portion shall be covered in an aramid fabric.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

The waist area of the trousers shall incorporate an independent stretch waistband on the inside with a separate piece of black aramid outer shell material cut on the bias (diagonally) measuring not less than two inches in width.

Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the trousers. The lower edge of the waistband shall be surged and unattached to the shell to accept the thermal liner and moisture barrier.

The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method.

11. EXTERNAL/INTERNAL FLY FLAP

The trousers will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 1/2 inches wide by 10 inches long and reinforced with bartacks at the base.

An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide by 10 inches long, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material. The underside of the outside fly flap shall have a 1 1/2 inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1 1/2 inch wide by 9 inch long FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

Appropriate male and female snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the trousers in the closed position.

12. BELT

Each trouser shall include a 2" wide black Nomex® belt with an adjustable hi-temp thermoplastic buckle serving as the exterior primary positive locking closure. Sizing adjustments shall be provided by a self-locking 2" thermoplastic buckle; this buckle shall also provide a quick-release mechanism for donning and doffing. The belt shall be attached to the two front body panels of the trouser beginning at the side seams.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

The belt shall run through tunnels constructed of black 7½ oz Nomex® outer shell material protecting it from damage. The tunnels will begin at the side seams and terminate at the front of the trouser exposing the buckle. A single belt loop constructed of a double layer of black 7½ oz Nomex® measuring approximately ½ inch by 3 inches shall be attached to the topside of the right side tunnel. The belt loop will be located approximately 2 inches from the tunnel opening for storage of the belt tab.

13. SUSPENDERS

The pants shall be equipped with Deluxe H-style removable suspenders. The suspenders shall be constructed of two (2) inch wide heavy-duty cotton webbing. The horizontal component of the suspenders forming the H back shall be made of elastic material to increase comfort when bending forward. The suspenders shall be attached to the pant by passing the ends through high-temp sliders in the belt loops around the waist of the pant and folding each end over onto itself while securing the Hook and Loop fasteners 1-1/2" x 2" sewn with a box and cross pattern. A quick adjust metal "ladderlock" buckle shall be installed on the front of the suspender to tighten or release the suspenders quickly. In addition, a shoulder padding made of neoprene shall be sewn to the shoulder area of the suspenders. The padding shall measure a minimum of 8 inches long by the width of the webbing. The suspenders shall be cut in proportion to the size of the fire fighter measurements and completely removable for ease of cleaning.

14. KNEE

"FULL MOTION" LEG DESIGN

The pant shall be designed with ten (10) body panels to provide complete range of motion and comfort. There shall be a seam above the knee with retroreflective piping at the front of each leg to increase range of motion as well as additional night time and confined space visibility. There shall be a seam behind the knee of each leg to increase range of motion. The leg inseams shall be positioned so that they do not come into with the opposite leg when walking to prevent abrasion and repairs. Pant designs with less than ten (10) body panels are not considered acceptable by this department

The outer shell of the trouser legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. Two expansion pleats measuring approximately 1 inch deep, shall be installed along both the inseam and outseam on each leg in the knee area. The pleats shall be folded to open outwardly towards the side seams to ensure no restriction of movement. The knee will be installed proportionate to the trouser inseam, in such a manner that it falls in an anatomically correct knee location.

The liner system shall be constructed with four darts per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). Each dart will be approximately 2 inches long.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

15. CUFF REINFORCEMENT

The pant cuffs shall have a reverse boot cut design (shorter at the back than the front) and reinforced with polymer coated aramid. The reinforcement shall include a Nomex® cording to prevent stress points on the reinforcement material and reduce abrasion and repairs. The reinforcement material shall be sewn inside the outer shell to prevent thread abrasion and repairs. The reinforcement material shall be sewn with two (2) rows of locked stitches. Pant designs with cuff reinforcements on top of the leg outer shell are not considered acceptable by this department.

16. LINER KNEE THERMAL ENHANCEMENT

An additional layer of specified thermal liner and moisture barrier material, measuring a minimum of 7" x 10", will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

17. INTERNAL KNEE PADDING

The trousers shall have replaceable padding on the inside of the outer shell in the knee area contained in a special pocket. The pocket shall be constructed of black Nomex® material measuring approximately 7 inches wide by 10 inches high. It shall be sewn to the inside of the outer shell in the knee area on the bottom and two sides. The top of the pocket shall be open to accept the padding material, which will be inserted into the pocket. The padding shall consist of one layer of neoprene coated aramid batt and one layer of quilted aramid batt.

The trousers shall have replaceable padding on the inside of the outer shell in the knee area contained in a special pocket. The pocket shall be constructed of black Nomex® material measuring approximately 8 inches wide by 10 inches high. It shall be sewn to the inside of the outer shell in the knee area on the bottom and two sides. The top of the pocket shall be open to accept the padding material, which will be inserted into the pocket.

The padding shall consist of one layer measuring approximately 6¼ inches x 9¼ inches of SILIZONE™.

18. EXPANSION (BELLOWS) POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. The lower half of each expansion pocket

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

shall be reinforced with an additional layer of outer shell material on the inside. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water.

The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and 1/2 inch wider than the pocket. The upper pocket corners shall be reinforced with proven backtacks, and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of flame-resistant FR Velcro® fastener tape. Two pieces of 1 1/2 inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 1/2 inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

19. EXPANSION POCKET REINFORCEMENTS

The lower half of the expansion pockets shall be reinforced on the outside with black “Arashield®” material.

20. SEAT

The rise of the rear trouser center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the trouser by 8-inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

21. RAPPELLING HARNESS LOOPS

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

22. HIP POCKET REINFORCEMENTS

The lower half of the hip style patch pockets shall be reinforced on the outside with black “Arashield®” material.

23. TROUSER LINER ALERT

The trousers shall be equipped with a method of policing the use of the liner system, comprised of the thermal liner and moisture barrier. This shall consist of a tab constructed of two layers of outer shell material attached to the back of the liner system at the bottom of the right leg. The tab shall exit the outer shell of the trouser right leg through a small horizontal slot located just above the band of reflective trim around the trouser leg at the center of the back. A stripe of reflective trim will be sewn to the outside

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

of the tab in matching width and color to that used on the trousers. A 1½ inch by 3-inch piece of flame resistant Velcro® loop fastener tape shall be sewn vertically to each side of the tab on the underside. A 1½ inch by 6 inch piece of flame resistant Velcro® hook fastener tape shall be sewn to the surface of the circumferential leg stripe of reflective trim and positioned to engage the FR Velcro® loop fastener tape on the tab. The 1½ inch by 6 inch Velcro® hook fastener tape shall be completely covered by the outer shell material tab when the liner system is installed in the trouser, and the leg trim stripe will appear unbroken. Failure to use the liner system would be indicated visually by the observance of the loop fastener tape obscuring the leg trim stripe and creating a break in the reflective trim.

24. LABELING

The coats and pants shall be labeled according to the applicable standards and regulations. A warning label shall be applied about use and protection of the garment. A human readable unique serial number shall be assigned to the coats and pants. The unique serial number shall also be translated into bar code so it can be read by care and maintenance facilities.

C. STRUCTURAL BOOTS – 14” PULL-ON

1. EXTENDED SIZE RANGE

Men’s 5-12.5 full and half sized; 13-17 full sizes in Medium, Wide and X-Wide widths; wide calf model should be available in all sizes.

Women’s 5/10 in full and half sizes in Medium, Wide and X-Wide widths; wide calf models should be available in all sizes.

2. FIRESTORM™ LEATHER

Heavyweight, flame resistant and waterproof leather. Specially softened tumbled leather in high flex areas.

3. CROSSTECH® FOOTWEAR FABRIC

A full-height bootie liner made from a package of Cambrelle® 300g insulation and CROSSTECH® moisture barrier.

4. 3M SCOTHCHLITE™ REFLECTIVE MATERIAL

Flame-resistant fluorescent and reflective material.

5. HEELPORT™ INTERNAL FIT SYSTEM

Anatomical HEELPORT™ foam insert.

6. MOLDED HEEL COUNTER

A rugged heel counter that is individually molded to fit each size.

**DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR**

7. LENZI® PUNCTURE PROTECTION

High-performance composite penetration-resistant insole made from multiple layers of HT ceramic material.

8. COMPOSITE SHANK

Does not transmit heat or cold and springs back to shape.

9. CONTOURED CUP OUTSOLE

Molded outsole wraps onto the leather. Flame, abrasion, oil, acid and slip resistant compound engineered for high-traction and durability even during prolonged exposure to the extremes of heat and cold. Siping lines cut into flat areas open up when flexed to provide additional traction on water and ice. Self-cleaning lugs and Omni-direction tread pattern designed for superior performance in all terrains and when working on ladders.

10. REINFORCED PULL-STRAPS

Pull-straps internally reinforced for added strength and to keep them upright. Straps should be securely box and cross stitched.

11. KEVLAR®/NOMEX® PROTECTIVE SHIELD

A protective shield of KEVLAR® and NOMEX® fiber batting protects the CROSSTECH® moisture barrier, provides cut resistance and adds thermal protection.

12. 3D MOLDED SHIN GUARD

Molded and padded shin guard.

13. COMPOSIT SAFETY TOE CAP

Does not transmit heat or cold and exceeds NFPA standards for safety.

14. TOE BUMPER

Made from the same compound as the outsole for abrasion resistance when crawling. Cemented and 2-needle stitched to the vamp.

15. 3D MOLDED FOOTBED

Removable foot bed is countered to cradle and cushion the bottom of the foot and to provide arch support. Moisture wicking and anti-microbial fabric top layer.

16. CUSTOM FIT SYSTEM

A second removable foot bed.

17. 3D COMPOSITE LASTING BOARD

Boot uppers will be lasted to a molded and contoured lasting board with a built-in flex zone in the fore foot and a torsional stable heel. Works together with the 3D molded foot bed to conform to the shape of your foot.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

18. CEMENT CONSTRUCTION

Contoured out soles are cement bonded to the bottom and sides of the upper using a 2-part linking adhesive that forms a bond stronger than the materials it's attached.

D. PROTECTIVE HOOD

1. The design, materials, workmanship, construction and performance shall meet or exceed all National Fire Protection Association (NFPA) requirements as specified in NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting 2018 edition. The hood shall comply with the Requirements for Optional Structural Fire Fighting Protective Hood Interface Components Providing Particulate Protection {NFPA 1971, Section 7.14). The manufacturer shall supply the Certificates of Compliance from Underwriters Laboratories showing compliance to the standard.
2. The manufacturer shall be ISO 9001:2015 certified, thus assuring quality control procedures in the manufacturing of fire fighters protective clothing. A copy of this certification shall be supplied.
3. The composite of outer layer and inner layer shall meet or exceed the minimum Thermal Protective Performance (TPP) requirement (20) of the latest edition of NFPA 1971. Minimum TPP shall be of 28. Manufacturer shall state on his bid the TPP value of the proposed composite.
4. The hoods shall be labeled according to the applicable standards and regulations. An identification label as well as a warning label about use and protection of the hood shall be sewn to the bottom hem of back bib of the hood. A human readable serial number shall be assigned to the hoods.
5. The hoods shall be individually put in a bag that protects them from external elements. The individual bags shall have a label that includes the hood identification number. A User Guide shall be included in the bag with each hood.
6. The hood shall use a two (2) layer construction and consist of eight (8) panels for optimal fit and comfort with a full drape coverage around the shoulders. All panels shall be assembled using Blue TEX 40 Spun Nomex threads using a flat lock seam type FSA-1with stitch type 607 for maximum comfort.
7. When measured from top of head to bottom of front and back bib, the hood shall measure twenty four (24) inches long.
8. The bottom hem of the hood shall be finished using a self-material bias binding. This binding is sewn with bottom cover-stitch, stitch type 406.
9. The design of the hood shall guarantee proper seal on the face mask no matter the head movement, including when head is fully leaning backward, ensuring no exposure of chin and neck skin when the Firefighter is fully dress.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

10. The hood shall include a Particulate Blocking Barrier that provides protection throughout the entire hood.

11. The face opening shall be circular in shape and shall have a heavy half (Y,) inch wide by one sixteenth (1/16) inch thick Elastic using stitch type 504 around the face opening. The elastic shall not stretch out when worn around the neck and offer proper seal on face mask. The elastic shall be wrapped by both the outer layer and particulate blocking barrier and secured in place by a bottom cover stitch, stitch type 406

12. The outer layer shall be a 1X1rib knit of approximately 8.0 oz. /yd², constructed of a blend of 20% DuPont'M Nomex® spun yarns, with 80% Viscose (Lenzing®) spun yarns. The outer layer shall be of Grey color.

13. The inner layer shall consist of a trilaminate of approximately 4.1oz/yd² containing the Stedair Prevent Particulate Blocking Barrier and shall be sewn to the interior of the hood. The Particulate Blocking Barrier shall be air permeable and block particulates from 0.111m to 1.0 11m (microns) by greater than 99% (NFPA 1971 requirement is a minimum of 90%) and over 99% after two hundred (200) wash cycles.

14. The Particulate Blocking Barrier shall be made using ePTFE barrier and be laminated in between a Nomex Lenzing knit facing outward and a multifilament FR Viscose knit which is in contact with the skin for optimal comfort and moisture wicking properties.

E. STRUCTURAL FIRE GLOVES

1. DESIGN

A gun cut, wing thumb, and five-fingered glove. The back of the glove is elk split leather. The palm, thumb and continuous forefinger are suede pig. The back of glove has elastic at the wrist for a secure fit. Suede pig leather welting is sewn on palm side of the two middle fingers for additional support. A suede pig leather patch is sewn in the thumb crotch area to reduce stress of high wear. A continuous index finger construction is used to eliminate exposed seams or stitching. A fully sewn liner of Modacrylic (SEF) Self Extinguishing Fabric is permanently attached to a liquid proof one-way membrane bladder. The bladder is attached to the liner by thermal adhesive to all fingers and thumb. The bladder and liner assembly is sewn to each finger and thumb of the leather shell using Kevlar thread. No stitches penetrate the bladder liquid proof area. A leather hang-up loop is provided on inside of glove to facilitate drying and storage. Wristlet constructed of 2-ply Kevlar.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

F. STRUCTURAL HELMET AND VISOR

1. OUTER SHELL

The structural fire helmet shall be constructed from through-color fiberglass composite material with ultra-high strength, high temperature-resistant to provide maximum high impact and penetration protection and high heat integrity.

2. IMPACT CAP

Energy absorbing impact Cap will provide increased thermal and impact protection. The impact cap shall be an impact-resistant polymer liner covered by a rigid cell, high temperature, energy absorbing urethane foam cap that covers the entire inner crown of the helmet. This impact cap shall be held to the helmet shell by Shell Release tabs and corresponding brackets. This should be removable for inspection and replacement.

3. SUSPENSION

Suspension system shall consist of a six-way head suspension system, attached to the impact cap. The head suspension system should three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a rigid plastic clip that locks the straps into the lugs of the impact cap liner. A cloverleaf crown pad shall be incorporated into the overhead strap assembly

4. SHELL RELEASE SYSTEM

The impact liner, complete with suspension system and chinstrap assembly shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the eye/face protection hardware. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaving the impact cap on the wearer's head for continued thermal and impact protection.

5. SIZING ADJUSTMENT:

The size of the headband should be adjustable to fit the wearer's head by means of a ratchet adjustment system. The headband should be attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head. The headband height shall be adjustable at the front of the helmet via a hook and loop system to provide additional comfort to the wearer and maximize compatibility with the SCBA facepiece. The headband shall have a head size range of 6 3/8 to 8 3/4, adjustable in 1/8" increments.

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

6. COMFORT LINER:

Fire Helmet shall have a removable comfort liner, consisting of a headband cushion and a ratchet pad. Both components should be made of a foam-core laminate system, comprised of a soft black flame-resistant flannel material against the user's head backed by a soft loop material secured to the headband and ratchet with hook fastener. The comfort liner is machine-washable.

Headband interface shall provide easy adjustment to fit a variety of SCBAs and provides a deep, stable fit while allowing enough crown clearance for maximum impact protection. Standard in 6-point configuration.

7. CHINSTRAP

The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex webbing, which are connected by a high-temperature, durable thermoplastic quick-release buckle on the left side of the helmet, and by an optional cast zinc postman's slide buckle on the right side of the helmet. The middle section shall be a minimum of 23" in length and the total length of the chinstrap shall be 35" at full extension, end to end. An optional four-point chin strap shall be available without requiring an alternate impact cap assembly

8. EAR/NECK PROTECTION

Helmet shall provide ear and neck protection with a 7.25" wide, 19" long, full-cut earlap with an expanded opening at the neck, making the ratchet adjustment easily accessible. The triple-layer earlap consists of a 4.5 oz. / yd., yellow or black colored Nomex outer layer, and two flame resistant black flannel inner layers. The earlap shall be secured via two (2) Velcro tabs at either end of the top of the earlap and one continuous length of Velcro along the top edge of the earlap. The earlap is machine washable and can be easily upgraded to a PBI/Kevlar or Blood borne Pathogen earlap. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet suspension. All versions shall also be available with under chin extensions

9. Reflective Trim

Fire Helmet shall have eight (8) tetrahedron shaped pieces of retroreflective trim around the exterior crown of the helmet shell for maximum visibility. Scotchlite Lime-Yellow

10. FRONT HOLDER

The helmet shell shall be furnished with a collapsible brass front-piece holder designed to absorb impact that shall be attached to the main rib on the shell front, and positioned to capture the top of standard 6" fire department identification shields (i.e., front piece). The front holder shall be a brass carved eagle, silk-screened brass eagle, a brass silk-screened Maltese cross, brass carved dragon or a brass carved beaver

DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR

11. LEATHER SHIELD

6" leather fire department identification shield

12. EYE PROTECTION

Helmets shall have an integral visor that retracts between the helmet shell and impact cap. The visor shall be a wrap-around design, 4.5" high and 8.25" long and have a comfort nose pad. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to help protect it from abrasion. The lens shall be optically correct to eliminate distortion. The lens shall be available in clear or Tuffshield (yellow tinted). The lens material shall be high-performance, impact-resistant plastic. The lens shall be able to be replaced within 15 seconds and without the use of tools (e.g. Allen wrench, screwdriver). The lens must be retained without the use of spring-loaded mechanics or lever system.

13. REAR BRIM

Shall have a nickel plated D ring attached to center back.

14. RETRO-REFLECTIVE MATERIAL

Helmet shall have six (6) lime/yellow Scotchlite II 2¹/₄" x 2¹/₂" parallelograms positioned such that four square inches of retro-reflective material is visible when viewed above the reference plane.

15. SIZES

Size specifications are as follows:

Height: 6" Width: 9 1/2"/11" (temples/rear brim)

Length: 14" Weight: 42.5 oz.

16. COLORS

Helmet outer shell shall be available in the following colors: Yellow, Black, White, Red, Blue, Orange and Green.

17. WARRANTY

Each helmet shall have a limited lifetime warranty against defects in material and workmanship. This warranty shall be fully explained in User Instruction Guide.

G. THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 (2018 revision) by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

**DETAILED SPECIFICATION/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
AIRCRAFT RESCUE AND FIREFIGHTING BUNKER GEAR**

H. WARRANTY

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

I. COUNTRY OF ORIGIN

The Garments shall be manufactured in the United States.

J. SIZING BY VENDOR

Both male and female sizing samples shall be available.

K. EXCEPTIONS

If an exception to any item in these Detailed Specification is identified a full explanation as to the reason(s) for the exception must be provided. The explanation should be stated in a clear and concise manner and should recommend a proposed alternative. If extra space is required for a full explanation, attach additional sheets.

L. MANUFACTURER'S BRAND NAME CLOTHING

The Department reserves the final right of approval on all articles of uniform clothing prior to their acceptance by the Department. In addition, the Department retains the right, throughout the term of the contract, to require the Successful Bidder to replace any article of clothing that does not meet Department standards for durability.

M. AVAILABILITY OF CLOTHING

All bidders must confirm, by its authorized representative's signature on Exhibit Form "A", that it will be able to provide any article of uniform clothing specified in the Items Sheet. All articles of uniform clothing must be delivered within thirty (60) calendar days after fittings.

N. DELIVERY

Orders must be accepted between the hours of 8 a.m. and 3 p.m. Monday through Friday, exclusive of holidays.

All deliveries must be made in accordance with these Detailed Specifications. Unless otherwise notified in writing all ordered items will be delivered to:

Department of Port Control
Cleveland Hopkins International Airport
Airport Rescue Fire Fighting
5651 Postal Road
Cleveland, Ohio 44135-3193

All deliveries will be coordinated with the Fire Chief at (216) 265-6132.



**FAA
Airports**

Required Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

TITLE VI SOLICITATION NOTICE:

The **City of Cleveland**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

-
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*)

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, *et seq.*, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

DATE SUBMITTED _____

SUBMITTED BY

DOING BUSINESS AS: ___ INDIVIDUAL ___ CO-PARTNERSHIP ___ CORPORATION

PRINCIPAL OFFICE ADDRESS:

OFFICIAL REPRESENTATIVES:

IF CORPORATION, ANSWER BELOW:

INCORPORATION DATE _____
IN WHAT STATE _____
PRESIDENT'S NAME _____
VICE PRESIDENTS' NAMES _____

TREASURER'S NAME _____
SECRETARY'S NAME _____

IF CO-PARTNERSHIP, ANSWER BELOW:

DATE ORGANIZED _____
STATE WHETHER PARTNERSHIP IS
GENERAL OR LIMITED _____
NAME/ADDRESS OF EACH PARTNER _____

1. Have you maintained an organization capable of performing the work described in these specifications, for at least five continuous years:

Yes ____ No ____

If no, how long:

_____ years _____ months

2. Print the names of the employees, in the areas responsible for this contract, their function in the company, title and number of years of service with the bidder's firm and years of experiences in the field.

Name	Function/Title	Years of Service	Years of Experience
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. List the address of the main operating facility and, if any, the Engineering Department and the Research Department.

4. Location of the facility that will serve this contract: (street address, city, state, zip code)

5. Does your organization operate a local branch?

Yes _____ No _____

(If yes, list the address)

If your organization operates a local branch, what is the annual branch service volume amount (in dollars):

\$ _____ (yearly)

6. Acknowledge that the employees assigned to the job described in these specifications are actively employed by your company, and that they have a minimum of three years experience with similar equipment and/or services.

Yes _____ No _____

7. List source of items, replacement parts, and supplies, as shown in Part D - Detailed Specifications, and indicate which of the items, replacement parts and/or supplies are available at your facilities and the approximate length of time it would take to obtain those which are not:

8. Print the full names, street addresses, city, state and zip code of the organizations at which your organization has provided materials and/or services as described in these bid documents. Also, print the dates on which such service commenced:

9. BIDDER MUST COMPLETE THIS FORM. THE FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

By signing this document, I hereby affirm that the information supplied is true and correct to the best of my knowledge.

Authorized Signature

Print Name

Title

CERTIFICATION FOR CHEMICAL SAFETY INFORMATION FOR CITY OF CLEVELAND,
DEPARTMENT OF PORT CONTROL BID REQUEST

BID REFERENCE # (City's #): _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

Regarding the above referenced Bid, I, the undersigned, certify that the following bid items do not contain any Extremely Hazardous Substances per the Federal Superfund Amendments and Reauthorization Act, Title III:

BID ITEMS DESCRIPTION:

- 1.
- 2.
- 3.
- 4.
- 5.

I have enclosed a separate Material Safety Data Sheet for each bid item as per the Bid Request.

NAME (Type) _____

SIGNATURE _____

DATE SIGNED _____

TITLE _____

**SUPPLEMENTAL
NOTICE TO BIDDERS**

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Under Sec. 181.36 Cleveland Codified Ordinances, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) interest in the proposed contract before the City will award a contract. Any Contractor or Subcontractor that is found to have made a false statement in the Disclosure shall be in default of its bid and/or contract obligations and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, a Contractor or Subcontractor shall be automatically ineligible to bid to supply any goods or services to the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

A. () The undersigned or any controlling shareholder, *subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B. () The undersigned or any controlling shareholder, *subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.

C. () The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

*"Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

**SUPPLEMENTAL
NOTICE TO BIDDERS**

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies before the City will award a contract. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

"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, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."



MAYOR'S OFFICE OF EQUAL OPPORTUNITY
PARTICIPATION INFORMATION FORM
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

0% CSB Participation

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity>

Click on [CSB/MBE/FBE Registry](#).



DIVISION OF PURCHASES & SUPPLIES

Subcontractors Notice

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19 or 22(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/oeo>

On the website, click on CSB/MBE/FBE Registry.