



SB-2022-17

**Protective Clothing for Structural
Firefighting Coat and Pant**

Due Date/Time:

December 12, 2022

By: 10:00 AM

Submitted by: _____



Notice to Bidders

To Whom It May Concern:

You are invited to submit your sealed bid for Protective Clothing for Structural Firefighting Coat and Pant for the City of Claremore Fire Department.

Specifications are attached hereto and are considered part of the sealed bid package.

Sealed bids will be received in the Finance office, 104 S. Muskogee Avenue, Claremore, OK, 74017 **DUE NO LATER THAN 10:00 AM, as so indicated by the time stamp clock of the City of Claremore, DECEMBER 12, 2022.**

Bids will be publicly opened and read by the City of Claremore Staff Accountant or representative at **10:00 AM, DECEMBER 12, 2022**, at the City of Claremore Council Chambers, 104 S. Muskogee Avenue, Claremore, OK 74017. You are welcome to attend.

The City of Claremore reserves the right to accept or reject any or all bids received.

Specifications of equal value to the sealed bid can be substituted and noted.

Should you have any questions regarding this bid, please contact Grady Lemons in writing at grady.lemons@claremore.com.

We welcome your bid.

Sincerely,

A handwritten signature in black ink that reads "Grady Lemons". The signature is written in a cursive, flowing style.

Grady Lemons
Staff Accountant



ADVERTISEMENT OF BID PUBLISHED IN THE CLAREMORE DAILY PROGRESS

November 20th and November 27th, 2022

**Invitation to Bid
SB-2022-17**

Protective Clothing for Structural Firefighting Coat and Pant

The City of Claremore will publicly open and read aloud sealed bids for the Claremore Fire Department's bid for Protective Clothing for Structural Firefighting Coat and Pant on December 12, 2022 at 10:00 AM. in the Council Chambers located at City Hall, 104 S. Muskogee Avenue, Claremore, OK, 74017.

The City reserves the right to waive informalities in the bids and reject any or all bids for any reason whatsoever at the sole discretion of the City. The successful bidder will be notified in writing.

Please contact Grady Lemons, Staff Accountant, at 918-341-1325, ext 131 or grady.lemons@claremore.com with any questions or to receive a bid specification package. Packages are also available at <https://claremore.com/bids/>



NOTICE TO BIDDERS

The Claremore Fire Department requests Bids for: SB-2022-17, Protective Clothing for Structural Firefighting Coat and Pant

**Acceptable candidates are: Established companies regularly engaged in these services.
To receive or view specifications, contact:**

Grady Lemons
104 S. Muskogee Ave.
Claremore, OK 74017
Phone: (918) 341-1325 ext. 131
E-mail: grady.lemons@claremore.com

The City of Claremore Fire Department reserves the right to reject any and all bids when such rejection is in the best interests of the City of Claremore. One (1) original and one copy of the bid documents should be submitted to one of the following:

Hand or Special Delivery: City Hall
Grady Lemons
Finance Department
104 S. Muskogee
Claremore, OK 74017

State on the outside bottom left-hand corner of the bid envelope the following:

SB-2022-17
Protective Clothing for Structural Firefighting Coat
and Pant
Do not open until December 12, 2022 at 10:00 AM

Due Date: Proposals must be received on or before the scheduled bid opening to be considered. Proposals received more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays before the time set for opening of bids, as well as bids received after the time set for opening, will not be considered and will be returned unopened.

Public Opening: Bids filed with the Finance Department shall be publicly opened and read aloud at the time stated above and considered by the Mayor and Council in the following next available Council meeting. The opening of bids will be at the City Hall Council Chambers located at 104 S. Muskogee Ave., Claremore, OK, 74017.

Evaluation/Award: Proposals will be referred to Claremore City staff for evaluation. The Claremore Fire Department reserves the right to reject any and all bids. The successful bidder will be notified in writing.

Signature of Authorized Agent

11-14-2022

Date



~ Section One ~ General Information

1.1 Purpose of the Bid

The bid process is part of a competitive procurement process which will facilitate a fair opportunity for qualified firms to offer their plans and services for consideration. The City of Claremore Fire Department is currently seeking bids for the purchase of Protective Clothing for Structural Firefighting Coat and Pant. The City, by means of this bid, invites all qualified bidders to submit bids in accordance with the requirements outlined in this bid. The City anticipates that, based on its review and evaluation of the proposals received pursuant to this bid, it will select a bidder and execute a contract whereby the bidder renders services to the City, in accordance with terms and conditions set forth in the contract. Pricing is to remain effective for a period of 90 days to allow Council to review and accept or reject awarded bid.

1.2 Information about the City of Claremore

The City of Claremore is an innovative community near Tulsa, OK with a population of approximately 18,000 citizens. This progressive, forward-thinking city strives to offer a high quality of life that attracts industrial based businesses and employees seeking small-town charm within a major metropolitan area. The City strives to work with the citizens of Claremore to meet the needs of the community while serving everyone with respect and integrity. The City strives to do so with competence, accessibility, responsiveness, and excellence. The same level of customer service is expected of its business partners. The City is committed to its providing the highest level of amenities for the community and the region and is dedicated to the continuous improvement of its facilities.

1.3 Project Overview

The City of Claremore Fire Department is accepting bids for Protective Clothing for Structural Firefighting Coat and Pant. **The City of Claremore Fire Dept. requires 9 Protective Coats and 9 Protective Pants.**

1.4 City's Right to Reject

The City reserves the right to accept or reject, in whole or in part, waive informalities, minor irregularities, or substitute items desired if deemed in the best interest of the City, therefore selecting the optimum proposal or issue a new bid. The City of Claremore Fire Department and its designees reserve the right to determine whether a proposal is responsive and has the ability and resources to perform the contract in full and comply with the specifications.

1.5 Schedule of Events

- Issue bid: November 20, 2022
- Advertise in the Claremore Progress: November 20, 2022 and November 27, 2022
- Proposal due date: at 10:00 AM on December 12, 2022
- Selection of finalists: to follow immediately
- Council approval on the next available meeting



~ Section Two ~ Bid Requirements

2.1 Right to Modify, Rescind, or Revoke BID

The City reserves the rights to modify, rescind, or revoke this bid, in whole or in part, and to make awards in a manner deemed in the best interest of the City at any time prior to the date on which the authorized representative of the City executes a contract with the successful bidder.

2.2 Compliance with BID Requirements

By submission of a bid, a bidder agrees to be bound by the requirements set forth in this bid. The City, at its sole discretion, may disqualify a bidder from consideration, if the City determines a bid is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this bid.

2.3 Signature, Certification of Bidder

The proposal must be signed and dated by a representative of the bidder who is authorized to bind the bidder to the terms and conditions contained in this bid and to compliance with the information submitted in the proposal. Each bidder submitting a proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the proposal and (b) the authority of the individual whose signature appears on the proposal to bind the bidder to the terms and conditions set forth in this bid. Bids submitted without the required signature shall be disqualified.

2.4 Requirements for Submission

Each bidder shall submit one (1) original – which must be clearly defined as the ORIGINAL – and (1) one copy of their proposal. The original shall be clearly readable and preferably prepared on a word processor and formatted in at least 10-point-font. The copies shall be of good, readable quality. The original and (1) one copy of the proposal shall be submitted in a sealed box or envelope, clearly state on the outside, bottom left-hand corner of the package as shown:

SB-2022-17 Protective Clothing for Structural Firefighting Coat and Pant Do not open until December 12, 2022 at 10:00 AM
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2.5 Deadline for Proposals

Proposals must be received by City of Claremore Finance Department by “10:00 AM on December 12, 2022”. Any proposal received after expiration of the deadline will be immediately disqualified from consideration. To withdraw a proposal, a written request must be made to the Claremore Senior Staff Accountant prior to the scheduled opening.

2.6 Risk of Loss, Damage, Delay

Bidder acknowledges and agrees to release and hold harmless the City of Claremore Fire Department, its employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys’ fees, arising out of or pursuant to delivery of the proposal or failure to deliver the bid to the Finance Department of the City of Claremore, as designated in Section 2.5 and 2.6 of



this BID. The contractor shall hold the City harmless and shall be liable in the event of injury to City personnel or damage or loss of their property caused by the contractor's equipment, personnel supplies or material furnished. The City will not be liable for loss or damage caused by fires, lightning, sprinkler leakage, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots and civil disturbance or collapse of building or structures, etc. The City and its personnel shall not be liable for any loss of or damage to contractor property unless due to their fault or negligence.

2.7 Ownership of Proposals

All proposals become the physical property of the City of Claremore upon receipt.

2.8 Use, Disclosure of Information

Bidders acknowledge that the City of Claremore is a municipality of the State of Oklahoma and all bids become a matter of public record once opened. Bid with information marked "confidential" will be rejected upon discovery of such statement. By submitting a proposal, a proposer specifically assumes any and all risks and liabilities associated with the information contained in the proposal and the release of that information contained in the proposal and the release of that information by the City of Claremore for purposes related to or arising out of the (a) evaluation of bid, (b) selection of a bidder pursuant to the bid process, and (c) negotiation and execution of a contract, if any, with the bidder selected.

2.9 Costs of Participation

The City of Claremore Fire Department specifically disclaims responsibility and/or liability for any and all cost, expenses, or claims related to or arising out of the bidder's participation in this bid process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the bidder and the information relevant to the bid.

2.10 Compliance with Applicable Laws, Regulations, Ordinances, City of Claremore Policies and Procedures

By submitting a bid, the bidder agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the City of Claremore.

**~ Section Three ~
Bid Procedures**

3.1 Rescission of Bid

A bid can be withdrawn from consideration at any time prior to expiration of the deadline for bid, as stated in Section 2.5 of this bid, pursuant to a written request sent to the City of Claremore Senior Staff Accountant's Office.

3.2 Request for Electronic Copy

A Bidder may request an electronic copy of the bid package from the City of Claremore Finance Department. Electronic copies are available on the City of Claremore's website <https://claremore.com/bids/>

3.3 Request for Clarification

The City of Claremore reserves the right to request clarification of any information contained in a bid.

3.4 Questions by Bidders and Addenda



Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to opening due date, notify the City of Claremore, who will, if necessary, send written addendum to all bidders. The City of Claremore will not be responsible for any oral instructions. All inquiries shall be directed to Grady Lemons, Staff Accountant in writing at grady.lemons@claremore.com

3.5 Pre-Proposal Conference **Mandatory** **NO Pre-Proposal Conference**

3.6 Specifications:
Specifications are provided in the Protective Clothing for Structural Firefighting Coat and Pant Specifications beginning on page 13. Bidder must meet specifications.

3.7 Pricing
Price as an integral component of the proposal is required. If pricing is not included within the returned packet, the packet will be disqualified as incomplete and non-compliant. All prices shall be honored for a period of 90 days to allow council to review and acceptance.

3.8 Payment
The City of Claremore shall pay all invoices Net 30, pursuant to 62 O.S., Section 41.4a, et seq. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

~ Section Four ~ Contents

4.1 Bidder Affirmation Clause
Each Bidder must affirm and incorporate in its Proposal all of the Affirmation set forth in this Section 4.4. If the City of Claremore determines a bidder has submitted a false statement, in whole or in part, in regard to any of these affirmations, then the City of Claremore will disqualify the bidder from consideration and report the false statement as such to the Oklahoma Department of Commerce. Also, the City of Claremore will remove the bidder from the master bidders list of the City. Accordingly, the bidder affirms all of the following, without limitation

- a. The bidder has not conferred or offered to confer, either directly or indirectly, any benefit whatsoever on a public servant in connection with the submitted proposal or the subject matter of the proposal;
- b. The bidder either is not subject to the payment of franchise taxes to the State of Oklahoma or is not currently delinquent in regard to the payment of franchise tax owed to the State of Oklahoma;
- c. The bidder, individually or acting by and through its officers, principals, employees, contractors, subcontractors, agents, or personnel, has neither (i) violated state or federal antitrust laws nor (ii) communicated any of the contents of the Proposal to its competitors or any other person or entity engaged in such line of business;



- d. The bidder shall defend, indemnify, and hold harmless the City of Claremore, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of the bidder or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the resulting contract;
- e. The bidder expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to the accessibility by persons with visual impairments. Accordingly, the proposer represents and warrants to the City of Claremore that the technology provided by bidder for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - (1) providing equivalent access for effective use by both visual and non-visual means;
 - (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and
 - (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or Services which would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

4.2 Insurance Requirements

Contractor shall provide proof of liability insurance before commencing the Work, shall maintain such liability insurance during the duration of this Agreement, and shall not allow such insurance to lapse for any reason. The Contractor shall be responsible for all injuries and losses, both to persons as well as property, which may arise as a result of the contractor’s operation of the recycling program. This shall include injuries or loss to contractor’s agents, employees or persons under contract with contractor. Additionally, this shall include injuries to and losses by third persons. In conjunction herewith, the contractor shall at all times maintain a general commercial liability policy with limits at no less than \$1,000,000 per individual loss, or \$1,000,000 aggregate. The provider of such commercial general liability shall be a reputable company authorized to transact business in the State of Oklahoma. Contractor shall furnish City of Claremore a certificate of insurance naming the City of Claremore, Oklahoma, as an additional insured on the General Commercial Liability policy, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice

4.3 References

Submit with your bid a minimum of three (3) references of whom you have done business of similar size and scope to City of Claremore with in the past five (5) years. They must be references who have or are currently using the products specified in your bid. They may be contacted and interviewed with regard to their overall



satisfaction of product and your company's performance. Include company name, contact name, address, phone, fax and email, estimated volume with your company and years serviced.

4.4 Submittal Requirements

Each of the following Products shall be submitted by the bid time mentioned herein in order for the bid will be considered:

1. Completed bid specifications (pages 13-35)
2. **Signed** and completed Bid Form (page 36)
3. Completed Bid Tabulation (page 37)
4. **Signed** and completed Non-Collusion Affidavit (page 38)
5. **Signed** and completed W-9 (page 39)
6. **Signed** and completed Indemnification Agreement (page 40)
7. **Signed** and completed Notarized Sworn Statement (page 41)
8. Verification of insurance
9. Vender Background and Qualifications
10. Information requested in Section 4.3 References

~ Section Five ~ Evaluation, Selection & Award

5.1 Discussions with Bidders

The City of Claremore may conduct discussions and/or negotiations with any bidder that appears to be eligible for award ("Eligible Bidder") pursuant to the selection criteria set forth in this bid. In conducting discussions and/or negotiations, the City of Claremore will not disclose information derived from proposals submitted by competing bidders, except as and if law requires disclosure.

5.2 Modification of Proposals

Oral modifications will not be considered. Any bidder may modify their bid in writing prior to date and time of bid closing. Only modifications received in sealed envelopes with bid number, closing date and project name clearly marked on outside will be accepted. Written confirmation must be received under the same signature as prior submitted bid. All modifications are to be clearly numbered and dated as to determine the final one.

5.3 Selection of Bidder

The Bidder selected for award will be the bidder whose proposal, as presented in response to this bid and as determined by the City in accordance with the evaluation criteria set forth in Section 5.5, to be the most advantageous to the City. Bidders acknowledge that the City is not bound to accept the lowest-priced Proposal. The City reserves the right to award this contract, not necessarily to the firm with the lowest cost, but to the firm that best meets the requirements and needs of the City as determined according to the evaluation criteria.

5.4 Evaluation of Proposals

The City personnel will evaluate the bid. Submission of a bid indicates the bidder's acceptance of the evaluation process set forth this bid and the bidder's acknowledgement that subjective judgments must be made by the City in regard to the evaluation process. The final evaluation and selection of a contractor will be made by the City and submitted to the Claremore City Council for approval.



5.5 Criteria for Evaluation

Evaluation of bids and award to the selected bidder will be based on the following factors, as listed below:

1. Cost/Fees
2. Responsiveness to Bid
3. Qualifications

5.6 Consideration of Additional Information

The City reserves the right to ask for and consider any additional information deemed beneficial to the City in evaluation of the bids.

**~ Section Six ~
General Terms and Conditions**

6.1 Termination

Contract Termination: The City may terminate any resulting contract for cause by providing a Show Cause Letter to the contractor citing the instances of noncompliance with the contract. If the noncompliance is not cured within 10 days, the City may terminate the contract. The City reserves the right to terminate the contract for convenience by providing 15 days written notice to the contractor.

6.2 Term

The term of this contract is expected to commence upon award date and be in effect until June 30, 2023. The City in its sole discretion may offer the seller an opportunity to renew this agreement up to an additional three (3) one (1) year term(s) starting with July 1, 2023 through June 30, 2024. The Candidate acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by the City of the services set forth in this agreement is subject to the City's needs and to the City's annual appropriation of sufficient funds in the City's fiscal year (July 1st to June 30th) in which such services are purchased. In the event the City does not appropriate or budget sufficient funds to perform this agreement, this agreement shall be null and void without further action by the City. Contract renewal must be approved by City Mayor and Council.

6.3 Conflicts of Interest

In the event there is a potential or actual conflict of interest, the vendor(s) shall provide full disclosure to the City of Claremore. The City shall determine if the conflict, whether potential or actual, is material.

6.4 Right to Inspect

The City retains the right to examine, inspect, audit, and copy, regardless of location, any and all documents, records, files, data, and information generated or utilized by the bidder in the performance of the contract.

6.5 Liens

The successful contractor will not file a lien against the City and shall keep the City harmless and be liable in the event of injury to City personnel or damage or loss of their property caused by the contractor's



equipment, personal supplies or materials furnished. The City will not be liable for loss or damage caused by fires, lightening, earthquake, severe weather, smoke and smudge, aircraft or motor vehicle damage, strikes, riots, and civil disturbance or collapse of building or structures, etc. The City and its personnel shall not be liable of or damage to contractor property unless due to their fault or negligence.

6.6 Choice of Law and Venue

The resulting contract shall be construed under the laws of the State of Oklahoma and venue in any action and/or litigation commenced to enforce the contract shall be instituted in the appropriate courts in Rogers County, in the State of Oklahoma.



Detailed Technical Specifications

for

Protective Clothing for Structural Firefighting Coat and Pant

Claremore Fire Department

This specification dated December 1, 2022 supersedes, modifies and replaces all previous editions.



LEGAL RIGHT TO SPECIFY

The Fire Department (for the remainder of this section referred to as the “specifier”) chooses to exercise its Legal Right to Specify as determined by the U.S. Supreme Court’s affirmation of the decision handed down in the case of Whitten Corp. vs. Paddock, by the U.S. District Court of Massachusetts, the First Federal District Court, which in effect states:

- 1) That as trained professionals, specifiers make informed judgments on products that they feel best serve their needs. Also, that proprietary specifications (if chosen) DO NOT violate any antitrust laws. Technically, very few brands of material or equipment are exactly alike, and if the specifier wants to limit the specification to one source, he has the right to do so and enforce it.
- 2) Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an “or equal”.
- 3) That from start to finish in the purchasing process, only the specifier can ultimately decide if another desirable product is available in lieu of the specification.
- 4) Finally, that the courts concluded “the burden is on the supplier or manufacturer, who has NOT been specified, to convince the specifier that their product is equal for the purpose of a particular project”.

The specifier has determined that this product specification shall represent the product to which all offerings shall be compared. Due to the fact that firefighting is an ULTRAHAZARDOUS, UNAVOIDABLY DANGEROUS activity, only trained Fire Department personnel with specific knowledge in the area of Personal Protective Equipment shall be allowed to make the final determining decision on the selection of the appropriate product to serve the Fire Department’s needs.



**PROTECTIVE CLOTHING FOR STRUCTURAL FIREFIGHTING
COAT AND PANT
(REQUIRED QUANTITIES OF 9 COATS AND 9 PANTS)**

Date: December 1, 2022

1.0 PURPOSE AND SCOPE

This specification defines the minimum requirements for structural firefighter personal protective equipment (PPE) providing limited protection as defined by NFPA 1971, *Standard on Protective Ensemble for Structural Fire Fighting*, Latest Edition. In the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Every exception to specifications must be clearly spelled out at the time of bid.

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

2.0 UNITS OF MEASURE

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

3.0 CERTIFICATION

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

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

CLAREMORE

FIRE

The manufacturer shall be registered to ISO 9001, *Quality Management Systems – Requirements, 2000*.

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

4.0 **WARRANTY**

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

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

5.0 PRODUCT COUNTRY OF ORIGIN

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

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

6.0 LABELING REQUIREMENTS

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

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

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

7.0 CARE INSTRUCTIONS

The manufacturer shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations.

This document shall be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details. This written information shall be in complete compliance with NFPA 1971 requirements, and shall reference same.

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

8.0 PATENT CONSIDERATIONS

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

understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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

9.0 SIZING

To ensure a perfect fit, sizing shall be determined by actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the manufacturer and the department.

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

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

10.0 SELF-BINDING

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

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

11.0 THREAD

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

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

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

Does Your Bid Comply With All Aspects Of This Section?

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

11.1 MINOR SEAMS

Most Minor seams, such as storm shields and mated hems, shall also be stitched with the specified Nomex thread.

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

11.2 POCKETS

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

11.3 TRIM AND DANGER LABELS

Trim and DANGER labels shall be stitched with the specified Nomex® thread.

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

11.4 SINGLE LAYER HEMMING AND FINISHING

Single layer hemming and finishing shall be stitched with the specified Nomex® thread.

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

12.0 POCKETS

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

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

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

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

All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps.

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

13.0 TAILORED GRADING OF GARMENT LININGS

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

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

14.0 POINTS OF STRESS

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

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

15.0 HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT

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

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

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

16.0 BREATHABILITY REQUIREMENT

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

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

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

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

17.0 CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

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

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

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

18.0 SEAM PROTECTION AT CUFFS

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

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

19.0 APPLICABLE DOCUMENTS

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

<u>STANDARD</u>	<u>TITLE</u>
ASTM D 6193-97	Standard Practice for Stitches and Seams
NFPA 1500, Latest Edition	Standard on Fire Department Occupational Safety and Health Program
NFPA 1851, Latest Edition	Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles
NFPA 1971, Latest Edition	Standard on Protective Ensemble for Structural Fire Fighting

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

COAT (Quantity of 9 Required)

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer. **The City of Claremore Fire Dept. requires 9 Protective Coats and 9 Protective Pants.**

20.0 DESIGN CONCEPT (STYLING)

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

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

21.0 PATTERNING CONCEPT

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

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

22.0 PATTERNING REQUIREMENTS

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

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

<u>Chest Size</u>	<u>Standard Reach</u>
40 in (101.6 cm)	66 in (167.6 cm)
42 in (106.7 cm)	67 in (170.2 cm)
44 in (111.8 cm)	68 in (172.7 cm)
46 in (116.8 cm)	68 in (172.7 cm)

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

23.0 DRAG RESCUE DEVICE (DRD)

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

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

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

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

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

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

Description	100% Kevlar Double Plain Weave
Width	1.75" (4.45 dm)
Thickness	0.064" ± 0.010" (.163 cm ± .0254 cm)
Tensile	5,000 lb minimum (22.24 kN)

To facilitate comfort and safety the free-floating loop shall be constructed of soft and pliable Kevlar rope meeting the following specifications:

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

Rescue Strap shall be sewn with Kevlar thread

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

24.0 LINER ATTACHMENT

The completed liner-moisture barrier assembly shall attach by means of five (5) evenly spaced glove snaps to each outer shell front facing to reduce weight, bulk and stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or hook and loop fasteners in this area is not allowed due to their added weight, bulk and stiffness.

Liner sleeves shall be attached at the cuff by means of snaps on two (2) sets of Nomex tabbing per liner cuff. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff. A separate piece of Nomex tabbing shall be sewn to the shell cuff and fashioned as a loop without any snap hardware.

To provide continuous moisture protection and pathogen protection at the neck, the liner shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material.

Attachment at the neck shall be by means of four (4) glove snaps that penetrate only the layer of the attachment strip facing towards the liner, so that metal contact at a wearer's neckline is

completely eliminated.

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

25.0 COAT CERTIFICATION LABEL ON LINER

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

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

26.0 COAT CERTIFICATION LABEL ON SHELL

The coat label on the shell shall be affixed in a conspicuous location once the liner is removed.

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

27.0 COLLAR

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

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

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

28.0 CHIN STRAP

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

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

29.0 HANG-UP LOOP

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

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

30.0 SLEEVES

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

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

31.0 INNER WRISTLET & WATERWELL

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

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

32.0 EXTERNAL WRISTLET

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

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

33.0 FRONT CLOSURE PROTECTIVE OVERLAP

Two-inch-wide (5.1 cm-wide) panels of breathable moisture/ pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials.

An additional layer of breathable moisture/ pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

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

34.0 COMPOSITE MATERIALS

The specifier has determined the acceptable combination of materials. Any substitution of materials shall be noted within bid.

34.1 OUTER SHELL PIONEER W/ FREEFAS GOLD

34.2 THERMAL LINING TITANIUM SL2 BLUE

34.3 MOISTURE BARRIER STEDAIR 4000

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell: Yes ____ No ____
For Thermal Lining: Yes ____ No ____
For Moisture Barrier: Yes ____ No ____

PANTS

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

35.0 DESIGN CONCEPT (STYLING)

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

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

36.0 PATTERNING CONCEPT

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

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

37.0 PATTERNING REQUIREMENTS

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

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

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

38.0 SUSPENDER BUTTONS

Eight (8) heavy duty, rust-resistant suspender buttons shall be positioned around the waist. Suspender buttons shall be mounted through waistband of triple layer outer shell material that is internally reinforced with an additional band of coated needlepunch aramid.

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

39.0 LINER ATTACHMENT

The moisture barrier and thermal liner assembly shall be attached to the outer shell at the waistband with seven (7) evenly-spaced glove snaps. Liners shall be attached at the cuff by means of snaps on two (2) sets of Nomex tabbing per liner cuff. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff. A separate piece of Nomex tabbing shall be sewn to the shell cuff and fashioned as a loop without any snap hardware.

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

40.0 PANT CERTIFICATION LABEL ON LINER

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

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

41.0 PANT CERTIFICATION LABEL ON SHELL

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

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

42.0 FLY FRONT

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

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

43.0 COMPOSITE MATERIALS

The specifier has determined the acceptable combination of materials. Any substitution of materials shall be noted within bid.

43.1 OUTER SHELL PIONEER W/FREEFAS GOLD

**43.2 THERMAL LINING TITANIUM SL2 BLUE
)**

43.3 MOISTURE BARRIER STEDAIR 4000

Does Your Bid Comply With All Aspects Of This Section?

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

44.0 COAT CUSTOM OPTIONS TO BE PROVIDED

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

LTO 75TG Coat Gold

REFRESH	**REENGINEERED**
REV1	*** Revision 1 ***
LTOCOS75D	LTO Coat Outer Shell - 6.6 oz Pioneer W/FREEFAS -Gold
LTOCTLT	LTO Coat Thermal Liner -7.7osy Titanium SL2 Blue
LTOCMBG	LTO Coat Moisture Barrier -5.5 osy Stedair 4000
CCSTD-75D	(Q01) Std -LTO Chinstrap
CCLTO-NF	No Fold Chinstrap
CCFCC-1HV	Add 1.5" x 1.5" Hook Velcro Follow Note For Placement A - Place on underside of chinstrap at attach stitch line
CFCCS-75D	Std -Coat Cuffs
IPLC	(O20) Std -Inspection Port Liner
LNDCZ	(O90) Zipper Liner Detach Coat Includes Liner within 1" of Hem
LNSETTE	Std -SET Thermal Enhancement
MPEXS31	(O18) ***Full Composite Hemming - 31" Length Coat*** MPE
PKTLSTD	Std -Liner Label Pocket
RS-RRSAC	(R01) Std-Articulating Rapid Rescue Strap
TR-DSS	Std -Trim Double-Stitched
TRC301M-TL	Trim -(1) NFPA -lime 2-tone Scotchlite (3")
PT365-75D	(365) Hanging Name Patch 4" x 19 3/4" FF LAST NAME (1st INITIAL when specified) - Avg. 7 letters - OK to use 2" letters to fit
LT3S07-SL	7 -3" sewn letters -lime Scotchlite
CLZV2-75D	(E10) 2" Velcro/Zipper Coat Closure
LNDAPC	(O50) Dead Air Panels
PKBLC-75D	Bellows Pockets -Coat -Pioneer W/FREEFAS 6.6 -Gold -- 9 x 9 x 1.5

PKRCFF-KV	Full Kevlar Lined
PKBLC-V1	3 Vertical Strips Velcro on Flap/Full Velcro on Pocket
PKMT-75D	Mic Tab -- left chest -- 0.5 x 2.5
PKRD-75D	Radio Pocket -- left chest -- 8 x 3 x 2
PKRD-FN2	Notch Flap - Double Notches (both left & right)
PKSLC-75D	SL-90 Flashlight Clip -- right chest
WWSTLNH-BLK	(W50) Sub Wristlets -Long Hybrid with tabs -Nomex - black

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

45.0 PANT CUSTOM OPTIONS TO BE PROVIDED

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

LTO 75TG Pants Gold

REFRESH	**REENGINEERED**
REV1	*** Revision 1 ***
LTOPOS75D	LTO Pant Outer Shell -6.6 oz Pioneer W/FREEFAS - Gold
LTOPTLT	LTO Pant Thermal Liner -7.7osy Titanium SL2 Blue
LTOPMBG	LTO Pant Moisture Barrier -5.5 osy Stedair 4000
CFPCS-75D	(M26) Pants Cuffs
IPLP	(O21) Std -Inspection Port Liner
LNDP	Std -Liner Detachable
TR-DSSP	Std -Trim Double-Stitched
TRP307M-TL	Trim -(7) NFPA -lime 2-tone Scotchlite (3")
CLNFV2RCT-75D	(J14) Narrow Fly -2" Velcro w/ Reverse Hook on Tab
CFAN-ARB	(O03) Angled Cuffs - Arashield - Black
KNRNC-ARB	Knees Cushioned - Arashield - Black
SATUP2-75D	(O01) Take Up Straps - 2 Postman -Pioneer W/FREEFAS 6.6 -Gold
PKBLP-75D	Bellows Pockets -Pants -Pioneer W/FREEFAS Gold -- 9 x 9 x 1.5
PKRPF-KEV	Full Kevlar Lined
PKBLP-V1	3 Vertical Strips Velcro on Flap/Full on Pocket
OPSSA	Snap Style Suspender Attachment
SPDFSI	Dyna-Fit Suspenders w/ Snap Attachment Installed

Does Your Bid Comply With All Aspects Of This Section? Yes ___ ___ No ___ ___

PERCENTAGE SPECIFICATION COMPLIANCE CALCULATIONS

	Total Number "Yes/No" Questions		
	Total Number of Yes Answers		
	Total Number of No Answers		
% Specification Compliance: $[(\text{Total Yes Answers}) \div (\text{Total Answers})] \times 100\%$			%

<p>Each "No" answer requires a full written explanation. Each "Yes/No" question not checked where provided will be considered a "No" answer.</p>		

**Bid Form for
Protective Clothing for Structural Firefighting Coat and Pant
SB-2022-17**

All bids must meet or exceed specifications or it will be rejected.

The Undersigned Acknowledges:

1. That he/she is an authorized agent of the vendor submitting this bid.
2. The receipt of the following Addenda; if none were received, please mark N/A.

3. The firm submitting this bid has never defaulted on any Municipal, State, Federal, or Private Contract.

Company: _____

Signed By: _____

Printed or Typed Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Toll Free Number: _____ E-Mail: _____

Cell Phone Number: _____ Pager: _____

Primary Point Of Contact: _____

Payment Terms And Conditions: _____

Bid Tabulation

NAME OF BIDDER: _____

Protective Clothing for Structural Firefighting Coat and Pant

ITEM #	ITEM DESCRIPTION	REQUIRED QUANTITY	UNIT PRICE	TOTAL
1	PROTECTIVE COAT	9	\$	\$
2	PROTECTIVE PANT	9	\$	\$
				\$
TOTAL BID (IN NUMBERS):			\$	
TOTAL BID (IN WORDS):				

Indemnification Form

The following indemnification agreement shall be, and is hereby a provision of any contract. Failure to submit this form with your bid response shall result in your bid being rejected as unresponsive.

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Notarized Sworn Statement (Contract)

STATE OF _____)

) SS

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Name & Title _____

Address _____

County of _____

State of _____

Subscribed and sworn to before me this _____ day of _____, 20__.

My commission expires: _____



OKLAHOMA TAX COMMISSION

November 3, 2003

TAXPAYER ASSISTANCE DIVISION
Larry Wilson, Director

City of Claremore TPA
PO Box 249
Claremore OK 74017

FEI 736005143

Dear Sir/Madam:

This is in response to your request for verification of the sales tax exemption for purchases made by the City of Claremore, Claremore, Oklahoma. This entity of government is exempt from payment of state/local sales tax pursuant to Title 68 O.S. 2002 Supp., Section 1356(1) which we quote in part:

There are hereby specifically exempted from the tax levied by this article:

* * *

(1) Sale of tangible personal property or services to the United States government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state;

...

Pursuant to 68 O.S. Section 1404, any purchase exempt from sales tax is also exempt from use tax.

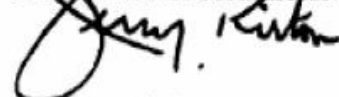
Because we do not issue "sales tax permits" to government entities that are exempt by statute, you may provide vendors with a copy of this letter for documentation concerning your sales tax exemption. Expenses, including travel, incurred on a reimbursable basis are not sales tax exempt.

This exemption does not expire, but the response contained in this letter applies only so long as you maintain the status set out in your application of October 31, 2003. Any change in your status may invalidate this letter. This letter may not be used to establish sales/use tax exemption status by any entity other than the addressee.

If we can be of further assistance, please feel free to contact us at (405) 521-3160.

Sincerely,

OKLAHOMA TAX COMMISSION



Jerry Kirton, Administrator
Taxpayer Assistance Division

JK:sf

2501 NORTH LINCOLN BOULEVARD • OKLAHOMA CITY • OKLAHOMA 73194

IT IS OUR MISSION TO SERVE THE PEOPLE OF OKLAHOMA BY PROMOTING TAX COMPLIANCE THROUGH QUALITY SERVICE AND FAIR ADMINISTRATION