

**Request for Proposal
No. 2020-007**

Purchase of Bunker Gear (Jackets and Trousers)
for the
City of Charleston Fire Department
City of Charleston, WV

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Please be sure the following documents are included in this bid package:

1. Purchasing Affidavit
2. Purchasing Affidavit for Local Vendor Preference (If applicable)
3. Signed Protest Page
4. Addendum Acknowledgement Form, if an addendum was issued.
5. List of Stockholders
6. Warranty Information
7. Manufacturer's Brochures

INTENT

These specifications are intended to describe the purchase of twenty (20) sets of new, unused protective jacket and trousers for the structural firefighting to be used by the City of Charleston Fire Department. The details contained in the following specifications are not designed to exclude any manufacturer from bidding but are offered as a means of describing the needs of the City of Charleston. Where brand names are used, the words "or equal" are assumed to follow. All specifications are minimum requirements unless otherwise stated. Any deviations from the stated specifications must be described in detail. The merit of such deviations will be considered with regard to the City of Charleston's intended use.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Charleston, West Virginia (hereinafter called the City) invites bids on the attached forms. Sealed bids will be received by the City Manager until:

10:30am, Thursday, February 27, 2020

The bidding will then be closed. The bid opening will be held immediately following in the City Manager's Office, City Hall Building, 501 Virginia Street, East, Room 101; Charleston, West Virginia. All bidders are invited to attend.

The City will consider incomplete any bid not prepared and submitted in accordance with the provisions herein outlined and may reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be opened. No bidder may withdraw a bid after the actual bid opening.

2. Preparation of Bid

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address and **name of the project** for which the bid is submitted with the **bid opening date and time**. Where sealed bids are forwarded by mail, they shall be enclosed in another envelope addressed to the **City Manager's Office, City of Charleston, P.O. Box 2749, Charleston, West Virginia 25330 or 501 Virginia Street East, Charleston, West Virginia 25301 if sent via delivery service**. In addition, the name of the bidder should appear in the upper left-hand corner, with the **name of the project** and the **bid opening date and time** marked plainly on **both** envelopes. This is to ensure the bid being received at the proper location by the proper bidding time and will prevent accidental opening of the main bidding package. **Each package shall include two (2) copies of the vendor's proposal.**

3. Addenda

All questions pertaining to the specifications shall be submitted in writing to Interim Purchasing Director, Nancy Bliss via email to bids@cityofcharleston.org no later than **5:00pm, Wednesday, February 19, 2020**. Questions submitted will then be compiled and answered in an addendum to be issued no later than **Thursday, February 20, 2020**. The City of Charleston will not be held responsible for oral interpretations of the specifications given by any of its employees, representatives, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information pertaining to this RFP can be given. If any addenda are issued to this RFP, the Interim Purchasing Director will attempt to notify all prospective bidders who have secured the original RFP document. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Interim Purchasing Director via phone at (304) 348-8014, by email to bids@citofcharleston.org, or by checking the City of Charleston Website at <https://charlestonwv.gov/bids-purchasing/current-bids>, to determine if any addenda were issued and to make such addenda a part of their competitive proposal.

4. Method of Award

The City Council or City Manager reserves the right to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the City. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation and past performance will be weighed.

5. Stockholders

A list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

6. Equal Employment Opportunities

All bidders acknowledge and agree that, in the performance of any City contract, they will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin.

7. Immigration Reform and Control Act (IRCA)

All bidders in connection with the performance of this project shall certify that they are in complete compliance with the above noted Act.

8. Payment Terms

The successful bidder may expect payment by the City within thirty (30) days following delivery and acceptance of the item(s) purchased and installed, and receipt of a proper invoice. An acceptance letter/final invoice must be reviewed and signed by an authorized representative of the **Department responsible for payment**.

9. Local Vendor Preference

A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

(1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.

(2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

10. Business & Occupation Tax

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at botax@cityofcharleston.org.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.

GENERAL CONDITIONS

- Bid shall be delivered F.O.B. to: City Manager's Office, City of Charleston, 501 Virginia Street East, Room 101; Charleston, West Virginia, 25301.
- **Equipment Delivery Information if needed.**
- Only new equipment will be accepted. No factory refurbished, display or used equipment is allowed. All manuals, warranties and agreements must arrive at the time the equipment is delivered.
- Bidder shall state on bid proposal form number of days allowed for delivery of equipment following date of firm order. Time is of the essence with regard to this project. Therefore, the completion date will be considered in deciding the successful bidder. The successful bidder will be held accountable to honor the delivery date.
- **Only one bid will be accepted from each vendor.**
- The unit will not be accepted by the City if all specifications and any other requirements have not been met. Return of the equipment, if necessary, will be at the expense of the bidder.
- Any deviations from the bid specifications must be included on a separate sheet and attached to the bid form.
- Enclose with this bid proposal all manufacturer brochures, all warranty agreements on equipment proposed, a list of the company's stockholders, the city's Purchasing Affidavit and any other documents as required by the City and described in this document. Firms must acknowledge the City's protest process, attached herein, by submitting a signed copy with their bid proposal. **Firms may not be considered, at the City's discretion, if any of the listed enclosures are not included with the bid submission.**
- Per City Code, facsimile, telephonic or oral bids will not be accepted.
- Debarred vendors may not submit bids or be awarded contracts.
- The City of Charleston is exempt from state and local taxes.
- The City Council or the City Manager reserves the right to reject any and all bids.

DETAILED SPECIFICATIONS

The City of Charleston Fire Department (CFD) desires to purchase Bunker Gear (Jackets and Trousers) for structural firefighting. The CFD intends to purchase twenty (20) sets with the possibility of purchasing additional sets in the future. Therefore, unit prices submitted by vendors must stay valid for a period of not less than one (1) year from the date of acceptance by the Charleston City Council.

If neither 'Yes' nor 'No' is marked for any item, it shall be assumed that the item is included with the equipment you are proposing.

Protective Clothing Specification	Meets Requirements?
<p>Scope</p> <p>The purpose of the clothing is to provide protection during structural firefighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.</p>	<p>Yes No</p>
<p>Standard</p> <p>All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 STANDARD ON PROTECTIVE ENDEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.</p> <p>All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third-party tester shall denote certification.</p> <p>The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.</p>	<p>Yes No</p>

USER GUIDE INFORMATION

<p>Each garment shall include instructions on how to access the User Information Guide with information required by NFPA 1971.</p> <p>This guide shall include:</p> <ul style="list-style-type: none"> (a) Pre-use information: <ul style="list-style-type: none"> · Safety considerations. · Limitations of use. · Garment marking recommendations and restrictions. · A statement that most performance properties of the garment cannot be tested by the user in the field. · Warranty information. (b) Preparation for use: <ul style="list-style-type: none"> · Sizing/adjustment. · Recommended storage practices (c) Inspection: <ul style="list-style-type: none"> · Inspection frequency and details. (d) Don/Doff: <ul style="list-style-type: none"> · Donning and doffing procedures. · Sizing and adjustment procedures. · Interface issues. (e) Use: <ul style="list-style-type: none"> · Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132. 	<p>Yes No</p>
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- (f) Maintenance and Cleaning:
 - Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
 - Inspection details.
 - Maintenance criteria and methods of repair where applicable.
 - Decontamination procedures for both chemical and biological contamination.
- (g) Retirement and Disposal
- (h) Retirement and disposal criteria and considerations. Drag Rescue Device (DRD)
 - Use, inspection, maintenance, cleaning and retirement of the DRD.

Tracking Label System

Yes | No

There shall be a PDF417, two-dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number
- b. item description (brand, model, material color)
- c. lot information (date of mfg., size, etc.)
- d. material description
- e. the standard to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

Sizes

Yes | No

Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular and long. Male and female sizing available.

Warranty

Yes | No

Each garment shall have a limited lifetime warranty against defects in material and workmanship.

Composite Performance

Yes | No

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 42 when tested in accordance with NFPA 1971 standard.

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 250 when tested in accordance with NFPA 1971 standard.

The Heat Transfer Index rating shall be 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and 25 seconds for the knee when measured at 8 psi.

Stress Points

Yes | No

All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42-stitch minimum bar tack.

Labeling

Yes | No

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

Do Not Remove This Label

THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, 2018 EDITION

MADE IN THE U.S.A.

Packaging

Each Coat and Pant shall be packaged in a dark plastic bag in order to provide protection during shipping and prior to first use

Online Fire Academy

Online training shall be available meeting NFPA 1500 training requirements on the safe use of the (garments, helmet, boots, gloves, hood). This online training shall include:

- Personal Responsibility of the Individual FireFighter
- Purpose and Limitations
- Structural PPE Construction, Features, and Functions
- Routine Inspection
- Donning and Doffing
- Proper Fit and Overlap
- Using Your PPE Safely
- How Fire Fighting Affects the Body
- Routine Cleaning of PPE
- Assembly and Disassembly of PPE
- Storage
- Useful Life and Retirement of PPE

Additionally, online training satisfying NFPA 1851 training requirements on advanced inspection, advanced cleaning and basic repairs (turnouts and helmets) shall be available.

Acquisition Regulation

In the past seven-year period has your firm, or any of its principals, been convicted or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property?

Meets Requirements?

_____ YES _____ NO

Coat Model / Design

Yes | No

COAT CONSTRUCTION: The coat shall be designed of a 3-panel construction in all layers. For optimum comfort and mobility an inverted pleat on each side where back front and back body panel pieces meet shall be incorporated. Each pleat shall begin at the back of each shoulder and shall extend vertically down the side of the coat. A combination moisture barrier/thermal liner shall include a corresponding 1" inward dynamic fold approximately 1.5" from each sleeve seam at the shoulder. This fold shall provide for coat expansion when extending arms forward and shall interface with the inverted pleats of the outer shell to maximize mobility and function of the outer shell and thermal liner. Fitted sides provide a more tailored fit and better mobility. The elbow to promote free and easy movement. The elbow is made up of cutouts, shaped pieces and darts, reducing bunching and the overall working weight of the coat. The elbow reinforcements are notched to provide superior thermal and moisture protection without impeding movement. Sleeves shall be of raglan design in the front and set in design in back.

Coat Model / Design

Yes | No

When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure 32" or 35" long for male; 29" or 32" long for female.

Drag Rescue Device

Yes | No

The drag rescue device shall be constructed of a one and one-half inch wide KEVLAR® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" hook on the strap and a piece of 1" x 2" loop attached to the outer shell. This strap is then secured under a 2.25" x 5.25" flap that is sewn in at the neck/collar area. Two pieces 1" x 2" loop shall be set vertically on shell to align with two pieces of 1" x 2" hook set vertically to the underside of the flap. The harness is also held in proper alignment by means of a 2" x 2" piece of loop placed on the inside of the outer shell underneath the chest trim that corresponds to a piece of 1.5"x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on other end shall be set to coat in the shoulder cap area to keep straps in proper position for use.

The drag rescue device provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.

Coat Outer Shell Material

Yes | No

The outer shell shall be constructed of +/- 6.5 oz./sq. yd 65% Kevlar®/35% Nomex® twill weave with extremely durable FPPE water resistant Teflon® FPPE alloy.

Yes | No

Fabric Color

Color shall be black

Yes No

Coat Liner & Moisture Barrier

THERMAL LINER: The thermal liner shall be comprised of Glide Ice™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz/sq/yd. The Kevlar Nomex filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Spun yarns comprised of 30% Nomex and 10% Lenzing FR spun yarns with superior wicking characteristics shall be used to promote moisture management within the garment. The Glide Ice™ face cloth shall be quilted to one layer spunlace aramid (85%NOMEX®/15% KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a Teflon® finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 7.3 oz./sq. yd.).

MOISTURE BARRIER: NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 5 oz./sq.yd.

The liner shall have one 8.5" x 9" internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

Quilt Thermal Liner Construction: The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 3" from the hem.

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a zipper down each front facing, hook and loop along the neck to interface with collar as well as hook and loop and one snap at each sleeve end.

All moisture barrier seams shall be sealed as required by NFPA 1971.

Coat Shell Attachment

Yes | No

There shall be a 1" x 2" self-fabric strap with one end sewn to the coat shell & opposite end loose with one female non-logo snap. One male snap shall be centered on the liner at the bottom rear panel to align with the female snap.

Reflective Trim

Yes | No

All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment.

Ventilated Trim shall be of 3" Scotchlite II (triple trim) of lime/yellow perforated with 0.08 mm holes (114 per square inch) to provide a conduit for the release of vapor that can occur when moisture is heated and the trim compressed.

Coat trim shall be applied as follows: New York Pattern: One 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve approximately 2" above the cuff; one 3" strip shall be set around each sleeve just above the elbow; one 3" strip shall be set full circumference at the chest.

Yes | No

Coat Collar

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: The liner collar shall be a layer of self material and a layer of STEDAIR 4000. The design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the liner collar shall be attached to the facings at the front closure of the outer shell. The neck of the liner collar shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings. A 4" wide STEDAIR 4000 and 1.75" self-material extension shall be sewn the full length of the neck with a thermoplastic zipper for attachment to shell collar. The self material extension shall overlap the shell collar to prevent exposure of the zipper. Collar closure shall be provided by hook and loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal.

COLLAR: The 3" split collar shall consist of two-piece construction shaped for comfort. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with a layer of STEDAIR 4000. The shell collar shall provide proper interface with the liner to insure no moisture penetration through the collar seam to the inside of coat. The shell collar shall have a thermoplastic zipper along top edge for liner attachment. The collar shall be attached to the liner facing using a thermoplastic zipper. Collar shall be of such design so as not to interfere with SCBA face masks, or helmet.

Yes | No

Hanger Loop

An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for oneminute.

Yes | No

Coat Inner Yoke Reinforcement

A layer of 3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun face cloth quilted to two layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd)) shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

Yes | No

Coat Shoulder Reinforcement

A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

Coat Elbow Reinforcement

Yes | No

The elbow shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow shall include shaped pieces and darts to create free movement with few restrictions. The insert shall consist of two layers of outer shell material for abrasion resistance and thermal protection.

Coat Cuff Reinforcement

Yes | No

The extended cuff of the sleeve shall be reinforced with a binding of black polymer coated aramid not less than 3" in total width for abrasion resistance and thermal protection. The cuff shall attach to the liner with a thermoplastic zipper. Additionally, one leather tab with female snap fastener shall be set in the cuff to attach outer shell to liner.

Coat Wristlets

Yes | No

WRISTLETS: An internal wristlet shall consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Wristlet to be combination of natural and bronze colors producer dyed by DuPont and treated with an extremely durable Teflon® water resistant alloy. The wristlet shall not be less than 4" with a 5/8"x3 1/8" Nomex webbing thumb loop. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

Coat Water Well

Yes | No

A combination Chambray face cloth quilted to two layers of AraFlo E89 and one layer of breathable STEDAIR 4000 moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to form a sleeve well. A thermoplastic zipper shall be sewn full circumference to the end of the thermal liner leader to help secure the combination liner to the outer shell. A STEDAIR 4000 moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up and attaching the zipper of the combination liner sleeve end with the corresponding zipper of the outer shell cuff. This method of combination liner attachment shall prevent any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

Coat Closure System

Yes | No

THERMAL FRONT PANEL CONSTRUCTION: There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric and Gore RT7100™ PTFE moisture barrier, extending from collar to hem.

COAT FRONT CLOSURE DESIGN: The complete outer shell coat front closure design shall consist of a **FRONT CLOSURE SYSTEM** completely protected by an **OUTSIDE STORM FLAP** which shall have its own, independent **STORM FLAP CLOSURE SYSTEM**.

STORM FLAP: A storm flap measuring not less than 2.5" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be **STEDAIR 4000** moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to left bottom for fast closure and exit. There shall be four standard snap hooks, each securely riveted with three leather reinforced rivets to the left front coat, to engage dee rings on the storm flap. Dee rings shall each be securely riveted with two leather reinforced rivets, along the leading outside edge of the storm flap. The snap hooks and dee rings shall be spaced with the first hook at the top of the coat and the other three snap hooks and dee rings evenly spaced along the front of the coat.

Yes | No

Liner Inspection System

There shall be an 11" opening located on the coat liner system at the center right front of the liner. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece 1" x 4" loop sewn to the back side of the liner system with a piece of 1.5" x 3" hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

Coat Options

Yes | No

*** Accessories that will be included with the Coats; listed below, if any...

Coat Pockets

Yes | No

Coat pocket specifications listed below

Turn-Out Pockets

Yes | No

9" x 9" Semi-bellow and handwarmer pocket combination that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. The pocket shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket.

There shall be a 6" opening on the rear side of the bellow of the pocket

Pocket shall be lined inside with fleece material and have a KEVLAR® twill backer.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with each corner of pocket opening and top corners of flap reinforced with bar tacks for additional strength.

Drainage of moisture to be provided by brass eyelets.

Each pocket flap shall measure 10" wide by 3" high in front and 5" high in rear. Each flap shall incorporate a 1" by 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced with two layers for stability.

A hook and loop closure system shall be set with two pieces of 1.5" x 3" loop fastener set horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap.

Yes | No

Item Location for Above

Front bottom- Left & Right

RT pkt recv's MF011 on pkt flap close to outer edge

Yes | No

Turn-Out Pockets

One 3" wide x 6.5" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2.5" in front and back.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture.

Pocket flaps shall be 4.5" x 5.75".

Pocket shall be fully lined all 3 sides inside pocket with polycotton lining.

Pocket flap shall close to the pocket top using 1 piece of 1"x 2" loop on pocket horizontally and 1 piece of 1"x 2" hook on flap vertically.

Yes | No

Pocket shall have "knife pocket" on outside front of radio pocket. Opening must be covered by pocket flap

Item Location for Above

Shall be located on the left side of the chest.

Emblem

There shall be a 2"x3" American Flag patch, with stars in the upper right corner, sewn to the coat.

Yes | No

Right Sleeve

Yes | No

Flashlight Strap

There shall be a 1.5x9.75" self-fabric flashlight strap with 1-piece 1x2" hook on one side & 1x2" loop on opposite side, X-stitched to shell.

Yes | No

Item Location for Above

Shall be located On SF above chest trim, set end closer to fit

Yes | No

MISC. Fasteners

There shall be a D-Ring attached to the coat.

Yes | No

Item Location for Above	Yes No
Shall be located On SF centered just below first D on closure	
Mic Tab	Yes No
There shall be a 1" X 3" triple layer self -fabric mic tab attached with bar tacks on each side. Bar tacks shall be a minimum 42-stitch bar tack	
Item Location for Above	Yes No
Shall be located on the right chest above radio pocket.	
Mic Tab	Yes No
There shall be a 1" X 3" triple layer self -fabric mic tab attached with bar tacks on each side. Bar tacks shall be a minimum 42-stitch bar tack	
Item Location for Above	Yes No
Shall be located on the left chest	

Lettering Patches	Yes No
There shall be one 5"x18" contoured 2-layer self-fabric one-line Letter Patch attached to hang from back hem.	
Lettering Patch Attachment	Yes No
Hook & loop shall be used to attach patch to coat.	
Lettering Patch Attachment	Yes No
LETTER PATCH ATTACHMENT: There shall be one male snap at each top corner of hanging letter patch (total of two male snaps) and two female logo snaps on the inside of the shell to align with the male snaps.	
Sewn On Lettering	Yes No
There shall be 3" lime yellow Scotchlite letters, sewn-on.	
Lettering	Yes No
Lettering shall be FF last name	
Location for Lettering	Yes No
Shall be on a patch	

MISC. Fasteners	Yes No
Lettering Patches	Yes No

Collar Flashing	Yes No

Pant Model / Design

Yes | No

PANT CONSTRUCTION: The pant shall have a low-rise waist.

RADIAL INSEAM BAND: A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee. The elimination of crotch seams reduces tension in the crotch area to give added comfort and helps to alleviate stress to extend the useful life of the gear. Also, there is an added insert piece in the design to help ensure that when the firefighter is kneeling or bending the leg of the garment bends in alignment with the leg so that the knee of the firefighter centers on the knee pad of the pant. It also helps to eliminate rubbing of the inseams of each leg against each other when the firefighter is working so that the risk of abrasion of the seams is minimized.

WAISTBAND: The waist of the pants shall be reinforced on the inside with 1-ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Pant Outer Shell Material

Yes | No

The outer shell shall be constructed of +/- 6.5 oz./sq. yd 65% Kevlar®/35% Nomex® twill weave with extremely durable FPPE water resistant Teflon® FPPE alloy.

Yes | No

Fabric Color

Color shall be black

Pant Liner & Moisture Barrier

Yes | No

THERMAL LINER: The thermal liner shall be comprised of Glide Ice™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz./sq.yd. The Kevlar Nomex filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Spun yarns comprised of 30% Nomex and 10% Lenzing FR spun yarns with superior wicking characteristics shall be used to promote moisture management within the garment. The Glide Ice™ face cloth shall be quilted to one layer spunlace aramid (85%NOMEX®/15% KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a Teflon® finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 7.3 oz./sq. yd.).

MOISTURE BARRIER: NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 5 oz./sq.yd.

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.8 oz./sq. yd.)). The waist of the

moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant, a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection to the knee, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner at the knee.

Quilt Thermal Liner Construction: The moisture barrier shall be completely sewn to a Teflon® treated NOMEX® facecloth at its perimeter. The moisture barrier substrate/facecloth combination will be sewn to the quilted thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The quilted thermal liner will be oriented toward the wearer. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the pant cuffs.

Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Nine evenly spaced snaps shall secure the liner to the integral waistband; Two snaps shall be set in leather leg tabs at each leg end.

Yes | No

Reflective Trim

All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment.

Ventilated Trim shall be of 3" Scotchlite II (triple trim) of lime/yellow perforated with 0.08 mm holes (114 per square inch) to provide a conduit for the release of vapor that can occur when moisture is heated and the trim compressed.

Pant trim shall be applied as follows: one strip set full circumference around the bottom of the cuff 3" from the bottom cuff.

Yes | No

Pant Fly Closure

STORM FLY/CLOSURE: The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. The storm fly shall be outer shell material, lined with a 3.5" strip Stedair 4000 moisture barrier material to prevent wicking.

The storm fly shall be outer shell material, lined with a 4" strip of Stedair 4000 moisture barrier material and 3.0 oz/sq yd Teflon® treated Chambray (NOMEX® spun) facecloth quilted to two layers NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz/sq yd).

THERMAL FLY ASSEMBLY: A 3/4" wide x 9" long loop fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding hook fastener on the underside of the outside storm fly and facing.

WAISTBAND: The waist of the pants shall be reinforced on the inside with one ply of

outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Yes | No

Take Up Straps

There shall be a hook and dee ring closure riveted directly to shell with leather backings

Yes | No

Pant Knee Reinforcement

The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of black polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner. For added thermal protection, an additional layer of 1/8" thick, fire retardant closed-cell foam and a layer of silicone shall be positioned between the outer shell and knee reinforcement.

Yes | No

Pant Cuff Reinforcement

The cuff area of the pant shall be reinforced with a binding of black polymer coated aramid not less than 2" in total width for greater strength, abrasion resistance, and thermal protection. In addition, a 3" x 3 1/2" piece of reinforcement material shall be sewn on the inseam area of the pant leg above the pant cuff and below the pant trim, in order to provide extra abrasion protection. The material used on the kick shield shall match the material used on the pants cuffs.

Yes | No

Leg Tabs

Two black leather leg tabs 3/4" wide x 1 3/4" long with female snaps shall be bartacked 2" up from bottom edge on inside of the pant cuff with one on the inseam and one on the outseam.

Yes | No

Liner Inspection System

There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 12" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1" x 3" loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1.5" x 5" hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

Pant Options

Yes | No

*** Accessories that will be included with the Pants; listed below, if any...

Suspender Tabs

Yes | No

Four 2" wide self material suspender tabs with 1.75x3" leather reinforcement shall be attached to waist with two on the front and two on the back. Each tab shall have two male and two female logo snaps. Each tab shall be reinforced with two bartacks on each tab.

Yes | No

Belts and Harnesses

Yes | No

There shall be three belt loops of two-layers of self fabric, 4" wide by 3.5" high shall be double stitched to pant shell and bartacked at all four corners. One loop at center back and one loop on each side.

Belts and Harnesses

Yes | No

There shall be a 2-2x5" Self Fabric belt loops with 2x1.5" hooks & loop, set belt loops 2" down from top of pant horizontally. 1 belt loop set on fly, open toward the left. 1 belt loop set 2.5" over from fly on left side, belt loop opens toward the right. Sew thru leep & add 4 bartacks.

Belts and Harnesses

Yes | No

ESCAPE BELT - An NFPA 1983, 2017 Edition escape belt shall be positioned through belt loops on the pants or coat. The belt shall be constructed of 2" Kevlar webbing and sewn with Kevlar thread. The belt closure shall be a snap and V-Ring. A D-ring attachment point shall be provided. When not in use this D-ring is secured out of the way by means of a one inch by three-inch loop and one inch by four-inch hook strap.

The belt shall also be adjustable for size at the V-Ring closure component. The extra adjustable length of the belt is conveniently held in position by means of a one- and one-half inch band of black elastic. The end of this strap is reinforced with a 1 1/2" band of poly coated aramid and stitched with a Z pattern for additional strength. The escape belt is certified for use up to 300 pounds. This belt is available for pants with a waist ranging from 26" through 50" only.

Pant Pockets

Yes | No

Pant pocket specifications listed below

Turn-Out Pockets

Yes | No

10" wide x 10" deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back. Pocket shall be split with a

KEVLAR® twill divider.

Pockets shall be lined with KEVLAR® twill on all 4 sides 5" up inside pocket.

Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flaps reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Pocket flaps shall be 11"x 5".

A hook and loop fastener closure system shall be set with 1.5" x 10" loop fastener horizontally on the pocket and (3) pieces of 1.5" x 2.75" hook fastener vertical on the underside of the flap.

Yes | No

Item Location for Above

Shall be located on the right thigh.

Yes | No

Turn-Out Pockets

10" x 10" semi-bellows pocket that expand by means of side and bottom gussets to a thickness of 2" in back only and 0" in front.

Pockets shall be fully lined with KEVLAR® twill on 3 sides inside pocket and 3" up on shell (coat front or pant leg) which forms the backside of the pocket.

Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Pocket flaps shall be 11"x 4".

A hook and loop fastener closure system shall be set with 1.5" x 10" horizontally loop fastener on the pocket and (2) pieces of 1.5" x 2.75" hook fastener set vertically on the underside of the flap.

Yes | No

Item Location for Above

Shall be located on the left thigh.

Yes | No

Suspenders

SCOPE

A highly engineered *42" red suspender designed for greater range of mobility and reduced stress allowing for four points of attachment, using self-fabric, leather-reinforced suspender tabs with snaps to a traditional or contoured waist bunker pant.

DESIGN

Two "11" front pull straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lockstitch at one end. A black military finish steel double dee ring shall be fed through the webbing.

The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lockstitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 1" shoulder straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lockstitch. The top of each strap shall be secured to the V-shaped shoulder pad with two-needle lockstitch and two 42-stitch bartacks. Two ***8" back straps made of 2" wide elastic webbing shall be joined with two-needle lock-stitch at the bottom of each V-shaped shoulder pad.

Four 2" wide self-fabric suspender tabs with leather reinforcement, using 2 male and 2 female logo snaps for suspender attachment, shall be required on pants for use of these suspenders. Two self-fabric suspender tabs shall be attached to the back of the pant and to the front of the pant and reinforced with two bartacks each tab. Each self-fabric tab attached to the pants shall be fed through each 2" metal loop on the suspenders.

V-SHAPED SHOULDER PADS

Shoulder pads shall be constructed of two layers of 1/8" thick, fire retardant closed-cell foam encapsulated in 7.5 oz. Black NOMEX®. Each shoulder pad shall be 3" wide and 12" long ending in a 4" high back reinforcement pad.

LIFETIME WARRANTY

All products shall be warranted against defects in materials and workmanship for the useful life

EXCEPTIONS AND DEVIATIONS

Bidder shall fully describe every variance, exception and/or deviation. Please include with your bid form. Additional sheets may be used if required.

**CITY OF CHARLESTON
 BID AND PROPOSAL FORM**

Purchase of Bunker Gear (Jackets & Trousers)

We agree to sell and deliver to the City of Charleston’s Fire Department twenty (20) sets of bunker gear as described in the attached specifications for the price listed below:

Item	Manufacturer	Unit Price	Total Cost
Jacket: w/Outer Shell + Thermal Lining			\$
Trousers: w/Outer Shell + Thermal Lining			\$
Options:			\$
Jackets: Turn-Out Pockets			\$
Trousers: Turn-Out Pockets			\$
Suspenders			\$
Shipping, if applicable			\$
Total Bid			\$

Delivery: _____ days from date of firm order.

By checking this box and signing below, I hereby certify and attest I have read the Local Vendor Preference statement found on page 4 & 5, item 9 and understand that a vendor must certify that all conditions have been met to be given a competitive advantage.

By checking this box and signing below, I hereby certify and attest I have read the Business & Occupation Tax statement found on page 5, item 10 and understand that Business & Occupation Tax may apply to the sale of my product or service to the City of Charleston.

I certify that this vendor has in place equal employment opportunity policies and have included with this bid submission all enclosures listed below (including applicable purchasing affidavits).

 Authorized Bidder’s Signature

 Title

 Printed/Typed Bidder’s Name

 Date

Company Name: _____

Address: _____
 Street City State Zip

Telephone Number: _____ Fax Number: _____

Email Address: _____

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

AFFIRMATION: By signing this form, the vendor’s authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that **(1)** the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and **(2)** the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:

Vendor’s Corporate Name: _____

Authorized Signature: _____ Date: _____

(Printed Name and Title)

State of _____

County of _____, to wit:

Taken, subscribed, and sworn before me this _____ day of _____, 20 _____.

[SEAL]

Notary Public

My Commission expires _____, 20 _____.

Name of Procurement: _____ Bid Opening Date: _____

PROTEST

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within two (2) business days of receipt of the Notice of Award letter. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the City Manager's Office, Attention: Jonathan Storage 501 Virginia Street East, Room 101; Charleston, WV 25301.

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

1. The RFP title and project description;
2. The Protestor's name, address, telephone number, and fax number;
3. A detailed statement of the legal and/ or factual grounds for the protest;
4. A statement as to how the objectionable matter(s) resulted in prejudice to the Protestor;
5. Copies of all relevant documents;
6. A request for a ruling by City;
7. A statement as to the form of relief requested;
8. All information establishing that Protestor is an interested party with authority for the purpose of filing a protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein. If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing will be held within five (5) business days of the **date of receipt of the written protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. At the hearing, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature

Date