



# INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2716

<b>Bid Name / Number</b>	<b>FIRE FIGHTERS PROTECTIVE CLOTHING / #5647</b>
<b>Due Day / Date / Time</b>	<b>Tuesday / November 20, 2012 / 1:00 PM</b>
<b>Bid Location / Mail Address</b>	Johnson City Purchasing Department, Debbie Dillon-Director, 209 Water Street (37601), P O Box 2150 (37605), Johnson City, TN
<b>Bid Contact / Telephone</b>	A/C Mark Finucane (423) 975-2844 ; <a href="mailto:mfinucane@johnsoncitytn.org">mfinucane@johnsoncitytn.org</a> ; or <a href="mailto:vharless@johnsoncitytn.org">vharless@johnsoncitytn.org</a>
<b>Bid Issue Date</b>	November 5, 2012
<b>Delivery Location</b>	Fire Dept Headquarters, 505 East Main Street, Johnson City, TN 37601
<b>FOB</b>	Destination, Johnson City, TN
<b>Payment Terms</b>	Net 30

**Bidder is responsible for completing the remaining portion of this bid document**

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
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Fire Fighters personal protective equipment (PPE) contract as per the attached specifications and bidder's instructions which are considered an integral part of this bid. Quantities listed are for an initial order – additional items will be ordered as needed based on unit prices. Clothing shall be as per attached specifications.

1.	10 sets	Coat, pants & suspenders Specify unit prices: coat: \$ _____ pant w/suspenders \$ _____	\$ _____/set	\$ _____
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Manufacturer proposed: \_\_\_\_\_

**SUBMIT TWO COMPLETE SETS OF ENTIRE BID PACKAGE.**

**Cooperative Purchasing Agreement: Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate your approval of Cooperative Purchasing Agreement.        Yes        No.**

**Bidder's Check List** Place a check mark  by all areas to signify compliance.

<input type="checkbox"/> Bid signed in ink by authorized company representative	<input type="checkbox"/> Bid prices, extensions and total verified as correct
<input type="checkbox"/> Addenda initialed and returned with bid, if applicable	<input type="checkbox"/> Completed specification requirements

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached *Bid/RFP General Terms & Conditions* and the City's *Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties* contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted.

**SUBMITTAL INSTRUCTIONS:**

**Paper bids: place signed bid response in a sealed envelope plainly identified on the outside in the lower left corner with the Bid Name and Number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, P. O. Box 2150 (37605), 209 Water Street (37601) Johnson City, TN on or before the bid opening date and time.**

**Firm Name** \_\_\_\_\_

**By** \_\_\_\_\_

**TYPED & SIGNED**

**Address** \_\_\_\_\_

**Telephone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**ELECTRONIC RESPONSES ARE ACCEPTABLE**

**E-Mail** \_\_\_\_\_

VIA: <https://purchasing.johnsoncitytn.org/bs0>

**BID MUST BE SIGNED TO BE VALID**

**Firefighter Turn-Out Gear  
BIDDER'S INSTRUCTIONS**

1. Contract Award

This is a three (3) year contract subject to annual renewal provided all terms, conditions, and prices remain unchanged and the vendor is in agreement. Prices contained herein shall remain firm for length of contract. The City reserves the right to re-bid at the end of any one (1) year period.

2. Quantity

Initial order is for 10 sets, but the City reserves the right to order additional sets on an as needed basis throughout the contract term as per contract unit prices. Initial order will be placed around the first of January 2013 – contact A/C Mark Finucane prior to ordering for order release and sizes.

3. Measuring and Repairs

3.1 Successful vendor shall be responsible for measuring all JCFD personnel while they are on-duty.

3.2 Any alterations or uniform adjustments are at the bidder's expense, and this service shall be completed within seven (7) days.

3.3 Successful vendor shall provide, at no charge, reasonable quantities of NFPA certified thread, materials, etc to allow the department to manage their ongoing internal maintenance efforts on turn-out gear.

4. Packaging

Turn-out gear shall be delivered and packaged as a set (coat, pant & suspenders) according to employee with each package identified by employee name.

5. Products

Protective clothing proposed shall be equal to the attached specifications. The City may require clothing samples, to be supplied at vendor's expense, for evaluation. The City reserves the right to choose the uniforms that most closely meet these specifications with considerations for quality, conformance and prices.

## Personal Protective Equipment

### Technical Specifications

#### Johnson City Fire Department

Bidder must complete and return these forms for the bid to be considered responsive. Circle yes or no for requirement compliance. Variances must be clearly identified in the bidder's response on a separate sheet. Failure to comply with any part of the bid specifications will not remove that bid from consideration but will indicate a variance on which the City alone will determine the importance to the overall performance of the item and suitability for the intended purpose. Clothing proposed is to be new and of the Manufacturer's latest model. Any omission from the specifications shall not relieve the bidder from the responsibility of furnishing Protective Clothing as per these specifications.

<b>Protective Clothing Specification</b>	<b>Meets Requirements</b>
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<b>Scope</b>	<b>Yes   No</b>
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The purpose of the clothing is to provide protection during structural fire fighting 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.

<b>Standard</b>	<b>Yes   No</b>
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All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 PROTECTIVE CLOTHING FOR STRUCTURAL 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.

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

<b>USER GUIDE INFORMATION</b>	<b>Yes   No</b>
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Each garment shall include a User Information Guide with information required by NFPA 1971.

This guide shall include:

(a) Pre-use information:

- Safety considerations.
- Limitations of use.
- Garment marking recommendations and restrictions.
- A statement that most performance properties of the garment cannot be tested by users in the field.
- Warranty information.

- (b) Preparation for use:
  - Sizing/adjustment.
  - Recommended storage practices.
- (c) Inspection:
  - Inspection frequency and details.
- (d) Don/Doff:
  - Donning and doffing procedures.
  - Sizing and adjustment procedures.
- (e) Use:
  - Proper use consistent with NFPA 1500, Standard on fire Department.
- (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
  - Retirement and disposal criteria and considerations.

**Tracking and 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.

**Sizes**

**Yes | No**

Coats shall be 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 which is detailed on a card attached to each garment.

**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 35

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 130 when tested in accordance with NFPA 1971 standard.

The Heat Transfer Index rating shall be 13 ½ seconds for the knee when measured at 2psi (pounds per square inch).

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**Stress Points**

Yes | No

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

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**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, 2000 EDITION.**

**MADE IN THE U.S.A.**

**Coat Model/Design**

Yes | No

COAT CONSTRUCTION: The coat is designed of a 3-panel construction in all layers of our innovative V-fit design. For optimum comfort and mobility as 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 a 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. 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" long.

**Drag Rescue Device**

Yes | No

The Fire Fighter Recovery Harness™ 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 3" 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 vertical 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.

Fire Fighter Recovery Harness™ 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 +/-7.0 oz./sq. yd. KEVLAR®NOMEX® III highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy. Color shall be producer dyed by DuPont.

**Fabric Color**

Yes | No

Color shall be gold

**Coat Model/Design**

Yes | No

COAT CONSTRUCTION: The coat is designed of a 3-panel construction in all layers of innovative V-fit design. 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. 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" long.

**Drag Rescue Device**

Yes | No

The Fire Fighter Recovery Harness™ 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 band 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 the other end shall be set to coat in the shoulder cap area to keep straps in proper position for use.

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**Coat Outer Shell Material**

Yes | No

The outer shell shall be constructed of +/-7.0 oz./sq. yd. KEVLAR®NOMEX® III highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy. Color shall be producer dyed by DuPont.

**Fabric Color**

Yes | No

Color shall be gold.

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**Coat Liner and Moisture Barrier**

Yes | No

THERMAL LINER: The thermal liner shall be comprised of Glide™ 100% NOMEX® high-lubricity, stress reducing, filament/spun face cloth weighing 3.5 oz/sq/yd, manufactured in a 2x1 twill weave from a combination of 200 denier filament NOMEX® fiber and colorfast producer dyed NOMEX® ring spun fibers. The high filament yarns, with superior wicking characteristics, 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, and promote superior moisture management within the microclimate of the garment. The Glide™ face cloth shall be quilted to one layer E-89™ spunlace aramid (85%NOMEX®/15%KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of aperture (11-13 apertures/sq. inch) E-89™ spunlace aramid (85% NOMEX®/15%KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying (total weight +/-7.3 oz./sq. yd.).

**MOISTURE BARRIER: CROSSTECH®BLACK (Type 2F):** NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 5.0 oz./sq. yd.

The liner shall have one 8.5" x 8.5" 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 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 2" 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 and two snaps down each front facing, hook and loop shall also be located around the entire neck opening. In addition, there will be a snap for alignment along the bottom of the liner, and one snap and hook and loop at each sleeve end.

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

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**Reflective Trim**

**Yes | No**

All trim shall be sewn with four (4) rows lockstitch 301, minimum (6) 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.

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**Reflective Trim****Yes No**

Reflective Trim set vertical down flap of fallen man harness, 4 rows lockstitch.

Trim shall be of 3" Ventilated Scotchlite II (triple trim) of lime/yellow.

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.

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**Coat Collar****Yes | No**

**MOISTURE BARRIER/THERMAL LINER CONSTRUCTION:** The liner collar shall be a layer of self material and a layer of CROSSTECH® Black. 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 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 CROSSTECH® Black and 1.5" self-material extension shall be sewn the full length of the neck with multiple pieces of ¾" loop for attachment to shell collar. The self material extension shall overlap the shell collar to prevent exposure of the hook and loop. Collar closure shall be provided by FR 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 CROSSTECH® Black. The shell collar shall provide proper interface with the liner to insure no moisture penetration through the collar seam to the inside of the coat. The shell collar shall have multiple pieces ¾" hook along top edge for liner attachment. The collar shall be attached to the liner facing using ¾" hook. Collar shall be of such design so as not to interfere with SCBA face masks, or helmet.

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**Hanger Loop****Yes | No**

An external hanger loop constructed of 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 one minute.

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**Coat Inner Yoke Reinforcement****Yes | No**

A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to araflo/E-89™ (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.

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**Coat Shoulder Reinforcement**

**Yes | No**

A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outershell material for abrasion resistance and thermal protection. For additional thermal protection and cushioning, one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be oriented between the outer shell and the shoulder cap reinforcement.

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**Coat Elbow Reinforcement**

**Yes | No**

The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow 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.

In addition to reinforcement, elbows shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. The reinforcement material shall be oriented between the outer shell and elbow insert reinforcement.

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**Coat Cuff Reinforcement**

The extended cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. One leather tab with female snap fastener shall be set in cuff to attach outer shell to liner.

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**Coat Wristlets**

**Yes | No**

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 with extremely durable Teflon® water resistant alloy not less than 8" extending completely over the palm with a thumbhold preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

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**Waterwells Ever-Dri**

**Yes | No**

A combination Semper Dri™ (3.0 oz./sq. yd Teflon® treated Chambray (NOMEX® spun) face cloth quilted to araflo/E-89™ (Total weight +/- 6.0 – 6.8 oz./sq. yd) and one layer of breathable CROSSTECH® (Type 2C) 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 the snaps then attaching the FR loop fastener of the combination liner sleeve end with the FR hook fastener 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.

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### **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 get inside the liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric 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 Gore RT7100™ PTFE 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 left bottom for fast closure and exit. The storm flap closure shall consist of double-stitched 1.5" wide FR hook and loop attachment for FR hook fastener sewn on the left front of the coat, and corresponding FR loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

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### **Liner Inspection System**

**Yes | No**

There shall be a 11" opening located on the coat liner system at the center 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" FR loop sewn to the back side of the liner system with a piece of 1.5" x 3" FR hook system 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.

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Yes | No

**Coat Options**  
Coat options listed below, if any

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**Mic Tab**

Yes | No

There shall be a 1" x 3' self fabric mic tab w/Poly-coated aramid inside – mic tab bartacked to the shell on each end.

**Item Location for Above**

Shall be located on the right chest with the top of the stormflap

Yes | No

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**Flashlight Strap**

Yes | No

There shall be a 1" x 2" two-layer self fabric 703 flashlight snap holder with 2 bartacks.

**Item Location for Above**

Yes | No

Shall be located on right chest

**Flashlight Strap**

Yes | No

There shall be a 1x10" two layer self fabric flashlight strap x-stitched to shell with one piece 1x3" hook on one end and one piece 1x3" loop on the opposite end.

**Item Location for Above**

Yes | No

Shall be located on right chest

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**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 and loop shall be used to attach patch to coat.

**Lettering Patch Attachment**

Yes | No

LETTER PATCH ATTACHMENT: There shall be (5) male snaps spaced evenly across top of hanging letter patch and (5) 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

**Location for Lettering** Yes | No

Shall be on patch

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**Pant Model/Design** Yes | No

PANT CONSTRUCTION: The pant shall have a low rise waist V-Fit™ design.

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 waistband 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.

**Belts and Harnesses** Yes | No

There shall be a removable two inch wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick-release mechanism.

**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.

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**Pant Outer Shell Material** Yes | No

The outer shell shall be constructed of +/-7.0 oz./sq.yd. KEVLAR®/NOMEX® III highly ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy. Color shall be producer dyed by DuPont.

**Fabric Color**

Yes | No

Color shall be gold

**Pant Liner & Moisture Barrier**

Yes | No

**THERMAL LINER:** The thermal liner shall be comprised of Glide™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz./sq.yd. The high filament yarns, with superior wicking characteristics 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, and promote superior moisture management within the microclimate of the garment. The Glide™ face cloth shall be quilted to one layer E-89™ spunlace aramid (85%NOMEX®/15%KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of aperture (11-13 apertures/sq. inch) E-89™ 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 stored in garment microclimate as well as promote rapid drying (Total weight +/- 7.3 iz./sq. yd.).

**MOISTURE BARRIER: CROSSTECH® BLACK (Type2F):** NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 5.0 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 one layer E-89™ spunlace aramid 85%NOMEX®/15%KEVLAR® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish and one layer of aperture (11-13 apertures/sq.inch) E-89™ spunlace aramid 85% NOMEX®/15% KEVLAR® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (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 leg of the pant.

**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 pants 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.

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

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### Pant Fly Closure

Yes | No

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. Velcro stitching will be double rows. Additionally, one snap shall be positioned at the inside top of the fly. Pant closure shall be provided by a thermo plastic zipper.

The storm fly shall be outer shell material, lined with a 4" strip of CROSSTECH® (Type 2C) moisture barrier material.

THERMAL FLY ASSEMBLY: A ¾" 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.

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### Pant Knee Reinforcement

Yes | No

V-FIT™ KNEE: 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.

In addition to reinforcement, knees shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. This reinforcement material shall be oriented between the outer shell and knee insert reinforcement.

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**Pant Cuff Reinforcement**

**Yes | No**

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 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 pant cuffs.

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**Leg Tabs**

**Yes | No**

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

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**Liner Inspection System**

**Yes | No**

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 10" 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" FR loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1" x 3" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. The Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

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**Pant Options**

\*\*\*Pant options listed below, if any...

**Yes | No**

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**Coat Pockets**

Coat pocket specifications listed below

**Yes | No**

**Turn-Out Pockets**

One 3.5" wide x 8" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2" 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 the 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".

Pocket shall be fully lined all 4 sides inside pocket and flap with polycotton lining.

Pocket flap shall close to the pocket top using 1 piece of 2"x3" loop on pocket horizontally and 1 piece of 2"x3" hook on flap vertically.

Pocket flap shall include an antenna notch to accommodate an antenna.

**Item Location for Above**

Shall be located on the left side of the chest.

Yes | No

**Turn-Out Pockets**

Yes | No

9" x 9" Semi-bellow and hand warmer pocket combination that expands by means of side and bottom gussets to a thickness of 2" in back and 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

Semi Bellow pocket shall be lined with Kevlar® twill.

Hand warmer pocket shall be lined inside with Semper Dri™ thermal liner 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" x 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced with two layers of Lite-N-Dri™ 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.

**Item Location for Above**

Yes | No

Shall be located on left and right of the front bottom.

## Pant Pockets

Pant pocket specifications listed below

Yes | No

### 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.

Pockets shall be fully lined with KEVLAR® twill on all 4 sides 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" x 10" loop fastener horizontally on the pocket and (3) pieces of 1" x 3" hook fastener vertical on the underside of the flap.

#### Item Location for Above

Yes | No

Shall be located on the left thigh.

### Turn-Out Pockets

Yes | No

9" wide x 10" high, outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back.

Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside of pocket. There shall be two additional layers of KEVLAR® lined self-fabric on the shell side inside the pocket. First layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create six tool compartments.

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.

Pocket flaps shall be 5" x 10".

A hook and loop fastener closure system shall be set with 2" x 9" loop fastener horizontally on the pocket and three pieces of 1.5" x 3" hook fastener vertically on the underside of the flap.

#### Item Location for Above

Yes | No

Shall be located on the right thigh.

**COMPLETE AND RETURN THESE SPECIFICATION REQUIREMENTS**

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## CITY OF JOHNSON CITY, TENNESSEE

### BID/PROPOSAL GENERAL TERMS AND CONDITIONS (Read Carefully)

#### 1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa>. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late bids will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

#### 2. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

#### 3. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

#### 4. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

#### 5. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

#### 6. COOPERATIVE PURCHASING:

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

#### 7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

#### 8. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

#### 9. BID/RFP EVALUATION

Bids/RFP's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

#### 10. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's, to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

#### 11. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

#### 12. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

#### 13. FOB POINT

All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

#### 14. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

#### 15. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

#### 16. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of intent.

#### 17. ORAL INSTRUCTIONS

No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

#### 18. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

#### 19. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any related standards thereto.

## **20. BRAND NAMES**

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

## **21. EQUAL OPPORTUNITY**

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

## **22. SAMPLES**

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

## **23. CONDITION STANDARDS**

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

## **24. INSPECTION**

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

## **25. PARTS AND SERVICE**

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

## **26. WARRANTY**

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

## **27. LICENSES, FEES, PERMITS**

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to public works contracts.

## **28. INSURANCE**

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

## **29. INDEMNIFICATION**

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

## **30. DEFAULT**

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

## **31. PENALTIES**

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

## **32. NON-COLLUSION AGREEMENT**

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS  
BETWEEN THE CITY OF JOHNSON CITY  
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.
15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, **including** but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

October 5, 2009



## STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

**NOTE:** If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

We value your feedback and ask that you complete the following:

Bid/RFP No. # \_\_\_\_\_  
Bid/RFP Name \_\_\_\_\_

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- \_\_\_\_\_ Insufficient time to adequately prepare a response
- \_\_\_\_\_ Our company does not offer this product or service. Remove us from the vendor list
- \_\_\_\_\_ Our schedule will not permit us to perform in a timely manner
- \_\_\_\_\_ We are unable to meet bond requirements
- \_\_\_\_\_ We are unable to meet insurance requirements
- \_\_\_\_\_ We are unable to offer comparable product or service
- \_\_\_\_\_ We are unable to meet specifications (explain below)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date: \_\_\_\_\_