



COUNTY OF ROANOKE

FINANCE DEPARTMENT PURCHASING DIVISION

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June 10, 2019

REQUEST FOR PROPOSALS #2019-134

Structural Firefighting Equipment
for the
Roanoke County Fire & Rescue Department

Sealed Proposals Due:
July 1, 2019
2:00 PM
(Local Prevailing Time)
One (1) unbound original
One (1) bound complete copies
One (1) electronic copy (USB preferred)

RFP #2019-134 STRUCTURAL FIREFIGHTING EQUIPMENT

GENERAL INFORMATION

Roanoke County is seeking proposals from qualified vendors to provide protective jackets and trousers for structural firefighting. It is the intention of Roanoke County to award a one (1) year contract with the option of four (4) one- (1) year renewals.

One unbound original, one (1) bound complete copies and one electronic copy (USB preferred) of the proposals, in a sealed envelope/package, will be received at and until **July 1, 2019, at 2:00 PM (local prevailing time)**, in the Roanoke County Purchasing Division at 5204 Bernard Drive, Suite 300F, Roanoke, Virginia 24018. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2019-134 Structural Firefighting Equipment**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Kate Hoyt, Buyer 5204 Bernard Drive SW, Suite 300F Roanoke, VA 24018	Phone: (540) 283-8149 khoyt@roanokecountyva.gov
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Written responses, including any questions will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for County Email Notification. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time of issuance of this Request for Proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

SCOPE

It is the intent of the County to review and evaluate multiple brands and styles of uniform items equivalent to those specified herein. The Offeror should provide written specification sheets for all garments proposed.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible offerors, and reserves the right to waive informalities and/or irregularities and to accept or reject any or all proposals. The County reserves the right to split awards if it is in the best interest of the County.

LEGAL RIGHT TO SPECIFY

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

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

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

CURRENT BRAND GLOBE SPECIFICATIONS

The following specifications detail design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 (current edition) and OSHA for structural fire fighters protective clothing. It is not the intent of the County for the following specifications to be exclusive or proprietary.

OUTER SHELL MATERIAL - JACKETS AND TROUSERS

The "PBI® MATRIX" outer shell shall be TENCATE Gemini™ constructed of 60/40

Kevlar®/Pbi® modified plain weave outer shell fabric reinforced with a network of yarns each containing one ply of 400 denier Kevlar filament and one ply of 40/60 Kevlar®/Pbi® spun yarn in a "Matrix Technology" with an approximate weight of 7.5 oz. per square yard. The shell material must be treated with **SST™ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. Color of garments to be natural/gold. **Proposals offering a 600 denier Matrix product without the SST™ will not be considered.**

THERMAL INSULATING LINER - JACKET AND TROUSERS

The thermal liner shall be constructed of 7.6 oz. per square yard TENCATE "CALDURA® SL2"; one layer of 1.5 oz. and one layer of 2.3 oz. per square yard E-89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a 3.8 oz. per square yard combination spun/filament Caldura® face cloth with Wickwell™ Plus finish. A 7 inch by 9 inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch.. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut Neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section. *NOTE: This thermal liner MUST be used exclusively with a minimum 7 oz. per square yard outer shell material.*

MOISTURE BARRIER - JACKETS AND TROUSERS

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

SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND TROUSERS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of $\frac{5}{8}$ inch wide flame resistant Velcro® hook and loop fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the

collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and two snap fasteners at each sleeve end. The thermal liner and moisture barrier shall be completely removable from the trouser shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner/moisture barrier to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of two snap fasteners per leg.

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

STITCHING

The outer shell shall be assembled using stitch type #301, #401, and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. There shall be no joined stitching in mid seam. All major A outer shell structural seams, major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch.

REPAIRS AND ALTERATION SUPPORT

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

ASSET TRACKING SERVICES

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

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

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

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

JACKET CONSTRUCTION:

BODY

The body of the shell and AXTION liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

SIZING

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure 29 inches in the front/33 inches long in the back. (Standard).

The jacket shall be available in male and female patterns in even size chest measurements of one inch increments, and shall range from a small size of 30 to a large size of 68. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by a hook and loop strap. The access port will be covered by an outside flap with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

LINER ACCESS OPENING - JACKET

The liner system of the jacket shall incorporate an opening at the leading edge of the left front. This opening shall run approximately 10 inches along the perimeter for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA #1971 (current edition) and OSHA. The trim shall be in the following widths and shall be **NYC style**; 3 inch wide stripes - around each sleeve below the elbow, around each sleeve above the elbow, around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area

approximately 3 inches below the armpit.,

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chain stitch protected by our exclusive TrimTrax™ system. (Developed exclusively by Globe Manufacturing Co., LLC) This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax™ has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of TrimTrax™ shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have:

3" lime/yellow 3M Scotchlite™ lettering on Row A reading: "RCFRD" (Lime/Yellow)

3" lime/yellow 3M Scotchlite™ lettering on Row G reading: (NAMES)

LETTER PATCH

FR Velcro® Letter Patch

Lettering on Row G will be on a 3X13 FR Velcro® letter Patch. The patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the back of the jacket with FR Velcro® hook & loop fastener tape. Or shall be able to attach to the bottom hem of the rear of jacket with snaps / Velcro combination

COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a four-layer construction and be of two-piece design. The outer layers shall consist of outer shell material on outside and a layer of PCA black Advance™ on the inside, There shall be a layer of specified moisture barrier and a layer of aramid pajama check material sandwiched in between (see Moisture Barrier section). The rear inside ply of aramid pajama check shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be a minimum of 3 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outer shell and moisture barrier shall be joined to the body panels with two rows of stitching. Inside the collar, above the rear seam where it is joined to the shell shall be a strip of $\frac{5}{8}$ inch wide FR Velcro® loop fastener tape running the full length of the collar. The collar's front layers of moisture barrier and outer shell shall have an additional strip of $\frac{5}{8}$ inch wide Velcro® hook fastener tape stitched to the inside lower edge and running the full

length of the collar. These two inside strips of $\frac{5}{8}$ inch wide FR Velcro® fastener tape sewn to the underside of the collar shall engage corresponding pieces of FR Velcro® fastener tape on the neck extension of the liner system. A self material fabric hanger loop shall be sewn at the top of collar.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than $2\frac{1}{2}$ inches wide at the center tapering to 2 inches at each end with a total length of approximately $7\frac{1}{2}$ inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by $1\frac{1}{2}$ inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. A $1\frac{1}{2}$ inch by 3 inch piece of FR Velcro® loop fastener tape shall be sewn horizontally to the inside leading end of the throat tab and a $1\frac{1}{2}$ inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the opposite end of the throat tab. A corresponding piece of FR Velcro® hook fastener tape measuring $1\frac{1}{2}$ inches by 3 inches shall be sewn horizontally to the leading outside edge of the collar on the left side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure $2\frac{1}{2}$ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. Jackets that use "false facings" shall be considered unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

STORM FLAP

A rectangular storm flap measuring $3\frac{1}{4}$ inches wide and 24 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with back-tacks.

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and Velcro hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured by means of Velcro hook and loop fastener tape

SEMI-EXPANSION (BELLows) POCKETS

Each coat front body panel shall have a 8 inch wide by 8 inch high semi-expansion pocket double stitched to it and shall be located to provide accessibility. The leading edge of the pockets shall be sewn flush with the coat. The rear of the pockets shall expand to a depth of 2 inches. The lower half of each semi-expansion pocket shall be reinforced with a layer of Kevlar® on the inside. Two rust resistant metal drain eyelets shall be installed in the bottom of each semi-expansion pocket to facilitate drainage of water. The pocket flaps shall be constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The pocket flaps shall be angled with the front edge 1" shorter than the back edge, the upper pocket corners shall be reinforced with proven back-tacks, and pocket flaps shall be reinforced with bar-tacks. The pocket flaps shall be closed by means of flame resistant Velcro® hook and loop fastener tape. Two pieces of 1½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

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

RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the coat, and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of flame resistant Velcro® hook and loop fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed vertically on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The moisture barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 2½ inches wide by 7 inches high and shall be installed on the left chest.

Note: (radio pocket over 6 inch in height requires trim)

MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the coat at the ends only. The microphone strap shall be mounted on the storm flap, 3 inches from the top, angled toward the left shoulder and shall be constructed of double layer outer shell material.

"SUNLANCE" FLASHLIGHT HOLDER

Each jacket shall be equipped with two specially configured straps to hold a "Sunlance" flashlight. The top strap shall measure approximately 1 inch high and 3 inches wide, and will accommodate the clip portion of the flashlight. The lower strap shall measure approximately 2½ inches high and 9 inches wide, and will hold the barrel of the flashlight. The lower strap will be equipped with a 1½ inch by 2½ inch flame resistant Velcro® hook and loop closure at the front of the strap to facilitate easy removal of the flashlight. There shall be approximately ¾ inch between the upper and lower strap. The "Sunlance" flashlight holder shall be sewn to the jacket on the right chest.

AXTION SLEEVES

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

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

SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with a layer of black Dragonhide™ material. The cuff reinforcements shall not be less than 2 inches in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end for a total of four rows of stitching. This independent cuff provides an additional layer of protection over a turned and stitched cuff. Coats finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

WRISTLETS / SLEEVE WELLS

Each jacket shall be equipped with **Nomex® knit wristlets** not less than 4 inches in length and of double thickness. The wristlets shall be sewn to a piece of self material leader that is then stitched into the cuff. Flame resistant Neoprene coated cotton/polyester impermeable barrier material will be sewn to the thermal liner sleeve from the cuff to 6" up the sleeve between the thermal and moisture barrier layers. Two Nomex® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snap tabs sewn onto the liner sleeves. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

WRISTER WITH THUMB LOOP

Nomex® knit wristlets not less than 4 inches in length and of double thickness. A loop of $\frac{5}{8}$ inch wide black Nomex twill shall be installed on each wristlet. This loop is designed to slip over the thumb and hold the wristlets from riding up the arm.

LINER SHOULDER THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be used to increase thermal insulation in the shoulder area of the liner system. This thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, and 2" to the front, 2" to the back of the shoulder cap. The shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. In addition to the standard liner shoulder thermal enhancement, there shall be an additional layer of #76 padding installed on the front and back of the thermal liner.

TROUSER CONSTRUCTION:

BODY

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

LINER ACCESS OPENING (TROUSER)

The combined moisture barrier and the thermal liner shall be completely removable for the pant. The thermal liner and moisture barrier layers of the liner system shall be stitched together and bound around the top waist and cuffs with Bias-Cut Neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants. The liner system shall have a reinforcement of black Nomex® Twill sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the trousers.

The liner system of the trouser shall incorporate an opening at the right side of the waist, a minimum of 11 inches, for the purpose of inspecting the integrity of the trouser liner system.

SIZING

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

RETROREFLECTIVE FLUORESCENT TRIM

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

REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chain stitch protected by our exclusive TrimTrax™ system. (Developed exclusively by Globe Manufacturing Co., LLC) This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax™ has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax™ shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

WAISTBAND

The waist area of the trousers shall be reinforced on the inside with a separate piece of black aramid outer shell material not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement to create a three-layer protection. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the trousers. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Trousers that do not include an independent waistband only serve to save the manufacturer both money and labor and shall be considered unacceptable.

NOMEX® BELT WITH BELT LOOPS

Each pant shall include a 2" wide belt constructed of Nomex® webbing material with an adjustable hi-temp thermoplastic Delrin buckle serving as the exterior primary positive locking closure. This buckle shall also provide a quick-release mechanism for donning and doffing. The pants shall be equipped with a series of approximately 3 inch by 3 inch outer shell material belt loops spaced around the waist to accommodate the Nomex® belt.

OPTIONAL CLOSURE SYSTEM: ESCAPE BELT

The trouser shall have an integrated Escape Belt, which is independently certified as meeting the belt requirements of NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services, current edition. The Escape belt shall be comprised of Kevlar webbing with a hook and an adjustable D-ring closure, graded for the waist size of the

pants. The hook and dee closure system of the Escape Belt also serves as the positive front closure for the pants, eliminating redundant closure systems.

EXTERNAL / INTERNAL FLY FLAP

The trousers will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 $\frac{1}{2}$ inches wide by 9 $\frac{1}{2}$ inches long and reinforced with bar-tacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide by 9 $\frac{1}{2}$ inches long, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1 $\frac{1}{2}$ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1 $\frac{1}{2}$ inch wide by 8 inch long FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

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

AXTION KNEE

The outer shell of the trouser legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. Two expansion pleats measuring approximately 1 $\frac{1}{2}$ inches deep, shall be installed along both the inseam and out seam on each leg in the knee area. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION knee will be installed proportionate to the trouser inseam, in such a manner that it falls in an anatomically correct knee location.

The liner system shall be constructed with four darts per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). Each dart will be approximately 2 inches long. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

LINER KNEE THERMAL ENHANCEMENT

An additional layer of specified thermal liner and neoprene coated impermeable barrier material will be sewn to the knee area of the liner system for added protection and increased thermal insulation at contact points. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only.

KNEE REINFORCEMENTS

The knee area shall be reinforced with gold "Millenia™" material. The knee reinforcement shall be slightly offset to the outside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 10 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance.

PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of neoprene coated aramid batt and one layer of quilted aramid batt. Both layers of aramid batt shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward.

Padding for the knees shall be accomplished with one layer of **Silizone™** foam sandwiched between the shell and the knee reinforcement layers.

PADDING ON LINER KNEE

There shall be an additional layer of Q-9 padding sewn to the thermal liner at the knee.

EXPANSION POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the out seam above the knee and positioned to provide accessibility. The lower half of each expansion pocket shall be reinforced with a layer of Kevlar material on the inside. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and $\frac{1}{2}$ inch wider than the pocket. The pocket flaps shall be closed by means of flame resistant Velcro® hook and loop fastener tape. Two pieces of $1\frac{1}{2}$ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of $1\frac{1}{2}$ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

EXPANSION POCKET REINFORCEMENTS

The lower half of the expansion pockets shall be reinforced on the outside with a layer of gold Millennia material.

POCKET DIVIDER

The left and right side expansion pockets shall be equipped with a vertical divider separating the pocket into two compartments. The dividers shall split the pockets 50/50.

TROUSER CUFF REINFORCEMENTS

The cuff area of the trousers shall be reinforced with black Dragonhide™ material. The cuff

reinforcements shall not be less than 2 inches in width(3 inches for self material, Millenia™, or Dragonhide™) and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the end of the leg for a total of four rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Trousers that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black Nomex® measuring approximately $\frac{1}{2}$ inch wide by 3 inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the trousers. The main body of the suspenders shall be constructed of 2 inch wide black strap webbing. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black Nomex®.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black Nomex® suspender attachments incorporating two snap fasteners. The Nomex® suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the trousers. The Nomex® suspender attachments will then fold over and attach to themselves securing the suspender to the trousers.

AXTION SEAT

The rise of the rear trouser center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the trouser by $2\frac{1}{2}$ inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

TAKE UP STRAPS

The trousers shall be equipped with two take up straps. The straps shall be constructed of 1 inch wide black Aramid twill and be positioned in the waist area on the outside of the garment; one on each side. Each take up strap shall be comprised of two sub-component straps. The rear strap component shall be constructed of black twill Nomex®. The rear strap shall measure 1 inch wide and 4 inches long, folded back to form a loop, and shall be bar-tacked to the trousers. The loop shall hold a high temp thermoplastic buckle. The buckle shall point toward the front. The front strap component shall measure 1 inch wide by approximately 9 inches long (finished dimension). One end shall be folded back on itself to form a loop. A high temp thermoplastic slide fastener shall be captured within the loop. The front strap component shall be inserted through the buckle on the rear strap component, back through the slide fastener, and the end shall be bar-tacked to the trousers. A pull-tab of 1 inch black Aramid twill shall be affixed to the slide fastener. The take up strap pull-tabs shall pull toward the front to tighten. This shall allow for approximately 4 inches of adjustment per strap (8 inches overall).

REVERSE BOOT CUT

The outer shell trouser leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the trouser cuffs. Trousers that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

SMOKE AND PARTICULATE RESISTANT STRUCTURAL TURNOUT ENSEMBLE (OPTION)

While we do not currently have this technology in our current specifications we would entertain any information regarding this type of technology should your garment have this as an option.

THIRD PARTY TESTING AND LISTING PROGRAM

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

LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

Compliance to NFPA Standard #1971 – current edition
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification number

Date of manufacture
Size
Fiber contents
Mark-for names

ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Proposal documents shall indicate clearly whether the manufacturer is so certified and registered.

BETTER BUSINESS BUREAU:

The manufacturer is accredited by the Better Business Bureau, showing a commitment to ethical and principled business practices.

WARRANTY

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

EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

COUNTRY OF ORIGIN

The Garments shall be manufactured in the United States.

SIZING BY VENDOR

Both male and female sizing samples shall be available.

SAMPLES

Offeror shall submit sample units of all items proposed as a part of their proposal. These samples will be returned following evaluation by the County, at the Offeror's expense. The County shall not be liable for any damage or wear to samples provided.

NOTE: ESTIMATED QUANTITIES

Estimated quantities are typically 10-50 sets of jackets and trousers per year.

PAYMENT TERMS

Terms shall be Net 30 FOB destination.

REFERENCES

All Offerors shall include a list of five references, from local governments and similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, email addresses, and phone numbers of all references on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

EVALUATION CRITERIA

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals. The criteria below will be utilized in the evaluation of qualifications for development of the shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations.

- A. Overall quality of proposal submitted
- B. Overall qualifications and experience of the firm, including experience in providing these goods or services;
- C. Past record and performance of the firm with respect to schedule compliance, cost control and quality of product and work;
- D. Quality of samples provided; and
- E. Proposed cost.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Request for Proposals is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance

with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP (04/12/2012)

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. NO FAXED PROPOSALS WILL BE ACCEPTED.
- (b) Unless otherwise specified, Offerors must use the Request for Proposal price form furnished by the County. Failure to do so shall be grounds for rejection of the proposal.
- (c) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (d) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for

receiving text messages (if your phone is capable) and your choice of categories. Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, , and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061.

Questions should be directed to:

Kate Hoyt, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
khoyt@roanokecountyva.gov

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the RFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance with **Section 2.2-4301** of the Code of Virginia:

3(a). Procurement of Professional Services. *The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that Offerors furnish estimates of man-hours or cost for services. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors.*

At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, a public body may award contracts to more than one Offeror.

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

3(b). Procurement of other than professional services. *Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the public body shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one Offeror.*

Should the public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County. An on-line **Vendor Payment Registration** is found on the Purchasing website. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of IFB/RFP's.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the County reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, Roanoke County, after due written notice, may procure goods/services from other sources and hold the contractor

responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The County of Roanoke reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The County may request any or all s to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of

law principles. Each party to such contract shall there by submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

SPECIAL INSTRUCTIONS:

ANTITRUST

By entering into a contract, the Offeror conveys, sells, assigns and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of Roanoke County.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

DEBARMENT

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

DRUG-FREE WORKPLACE

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT

The Proposer certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The Proposer further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Proposer understands and acknowledges that before any person is permitted to provide such services subsequent to

this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The Offeror must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the "Notice of Proprietary Information Form" below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Proposal and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

NOTICE OF PROPRIETARY INFORMATION FORM
RFP #2019-134 STRUCTURAL FIREFIGHTING EQUIPMENT

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

Section Title	Page #	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

**RFP# 2019-134 STRUCTURAL FIREFIGHTING EQUIPMENT
DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT
CERTIFICATION OF CONTRACTOR**

Full Name of Contractor: _____

Description of Contract: structural firefighting equipment

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

Date: _____

Name of Contractor

By: _____

TITLE

SIGNATURE SHEET
RFP #2019-134 STRUCTURAL FIREFIGHTING EQUIPMENT

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Bid Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 _____

_____ SIGNATURE _____ DATE _____

NAME _____ TITLE _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.

REFERENCE FORM
RFP #2019-134 STRUCTURAL FIREFIGHTING EQUIPMENT

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____
