

LOUISVILLE REGIONAL AIRPORT AUTHORITY

OWNER/OPERATOR OF



BID DOCUMENTS

**FIREFIGHTER SAFETY GEAR
IFB-005-26**

**ISSUED BY THE PURCHASING AND PROCUREMENT DEPARTMENT
MAINTENANCE ADMINISTRATION AND SUPPORT SERVICES BUILDING
4320 PARK BOULEVARD
LOUISVILLE, KENTUCKY 40209-0129**

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INVITATION TO SUBMIT BID

The Louisville Regional Airport Authority (the “Authority”) is soliciting formal Bids from qualified companies interested in providing Firefighter Safety Gear (the “Products”) for Public Safety Officers of the Louisville Muhammad Ali International Airport as outlined in the Bid Documents. The successful Bidder will be responsible for providing the Products in compliance with the scope and requirements as stated within these Bid Documents for a term of two (2) years beginning January 4, 2026. Afterwards, the established agreement may then be extended for two (2) additional one (1) year periods upon mutual consent of the Authority and awarded Company.

Each Bidder should closely examine the Bid Documents including the Draft Agreement, all Attachments, and Exhibits to obtain a comprehensive understanding of the requirements and expectations.

Bid Documents may be obtained through the official bidding website at www.flylouisvillebids.com beginning October 22, 2025.

First-time users of the bidding website must complete the registration process. Once completed Bidders may view, download, and respond to eProcurement solicitations within the “Current Bids and Proposals” section. Reference Article II, “Instructions to Bidders: Bid Submission”, for additional information. Any related changes to the bid requirements and specifications shall be made via addendum and an email notification will be sent to all Bidders that have downloaded the respective Bid Documents. Unless changed by written addendum, all Bids shall be due no later than November 12, 2025, at 2:00 p.m. EST.

All applicable bids shall be subject to public opening of responsive bids/proposals on the established bid date and time, by way of Zoom video conference. The conference link shall be issued via addendum.

The Authority has a No Contact Policy which prohibits communication by Bidders concerning the bidding process except where permitted by the Bid Document. The Purchasing Department shall be the sole point of contact for all potential Bidders throughout the Bidding process. Should there be any questions, comments, or doubt as to the meaning or content of these Documents, the Bidder shall notify Tairra Bridgewaters, via email at tairra.bridgewaters@flylouisville.com no later than 12:00 p.m. EST. November 3, 2025.

The Authority in accordance with Title VI of the Civil Rights Act of 1964, 78 Statute, 252, 42 U.S.C. 2000d to 2000d-4 and the Regulations, hereby notifies all Bidders or Offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.



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The Authority reserves the right to waive any informality in any bid, to reject any and all bids, and to negotiate with the Bidder whose bid, in the Authority's sole judgement, is deemed the most desirable and advantageous to it from the standpoint of capability, customer service, value and concept of operation, even though such Bid may not appear to be the lowest and best price to the Authority.

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DEFINITION OF TERMS

Whenever the following terms are used on these Bid Documents, or in any other documents or instruments pertaining to the Product where these specifications govern, the intent and meaning shall be interpreted as follows. **All terms may not be used/applicable to this document.**

ADVERTISEMENT: The Invitation to Submit Bids for the provision of the Product or Service to be awarded.

AGREEMENT: That document to be entered into by the Authority and the awarded Company (contractor), which together with the Bid/Proposal Documents constitutes the basis for providing the Product or Service.

AGREEMENT DOCUMENTS: All written material covering the Product or Service to be provided. The Agreement documents may include but are not limited to the following: the Cover Page; Invitation to Submit Bid/Proposal; Definition of Terms; Instructions to Bidders/Proposers; General Conditions; Bid/Proposal Form; the Performance Bond and Payment Bond; Bid Guaranty; Insurance Certificates; any Attachments; any Addenda; and the Agreement and/or Purchase Order.

AIRPORT: Airport means any and all property and improvements owned, leased, operated or controlled by the Authority, which, for the purposes of these Bid Documents, shall mean Louisville Muhammad Ali International Airport, Kentucky.

AUTHORITY: The Louisville Regional Airport Authority acting through its duly authorized representatives.

AWARD: The acceptance by the Authority, through formal action of its Board and/or properly authorized Authority designee, of the successful Bidder/Proposer's offer to provide the Product or Service.

BANK LETTER OF CREDIT: The irrevocable letter of credit issued by a commercial bank acceptable to, and in a form satisfactory to, the Authority in its sole discretion and drawable at a financial institution located in Louisville, Kentucky.

BID/PROPOSAL: All required submissions contained in the written offer of the Bidder/Proposer, submitted on the Authority's Bid/Proposal Form, to provide the Product or Service in accordance with the provisions of the Bid/Proposal Documents.

BIDDER/PROPOSER OR BONA FIDE BIDDER/PROPOSER: Any individual, partnership, joint venture, limited liability company, firms, corporation, or other entity acting directly or through a duly authorized representative, which submits a bid/proposal for the performance of the Service or sale of Product herein offered.



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BID/PROPOSAL DOCUMENTS: Shall be defined as all written material describing, in detail, the specifications of the Product or Service to be provided which may include, but is not limited to the Cover Page, Invitation to Submit a Bid/Proposal, Definition of Terms, Instructions to Bidders/Proposers, General Conditions, Bid/Proposal Form, Performance Bond, Bid Bond or other satisfactory Bid Guaranty, Draft Agreement, Insurance Certificates, Attachments, and any Addenda.

BID DUE DATE: The latest date and time in which no further Bid/Proposal or Quote will be accepted and no previously submitted Bid/Proposal or Quote may be withdrawn or revised.

CALENDAR DAY: Every day shown on the calendar, including Saturdays, Sundays and Holidays.

COMPANY OR CONTRACTOR: The individual, partnership, joint venture, firm, limited liability company, corporation, or other entity to which the Award is made, and which is liable for providing the Product or Service in conformance with the Agreement Documents.

DISADVANTAGED BUSINESS ENTERPRISE (DBE): A for-profit small business concern, as defined by paragraph 23.5, 49 C.F.R. Part 23, which is majority owned and managed by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which the majority of the stock is owned by one or more such individuals.

PERFORMANCE BOND: The form of security furnished by the Company, or its Surety, as a guaranty that the Company will complete the improvements and/or provide the Products or Services in accordance with the terms of the Bid/Proposal Documents and Agreement Documents.

SPECIFICATIONS: The written description of obligations and requirements of the awarded company and the Product or Service to be provided.

SURETY: The corporation, partnership, or individual, other than the proposer, executing either or both the Bid Guaranty and the Performance Bond that are furnished to the Authority. Surety shall be licensed to do business in the State of Kentucky.

WRITTEN NOTICE: All notices required by the Bid Documents or Agreement Documents shall be in writing, and shall be sufficient, and shall be deemed delivered, if hand delivered, or sent by the certified mail, postage prepaid, by one party to the other at such receiving party's principal place of business or the last business address known to the party giving the notice.

Whenever, in these Bid Documents or Agreement Documents, the words "directed", "required", "permitted", "ordered", "designated", "prescribed" or words of the like are imported are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Authority is intended; and similarly, the words "approved", "acceptable", "satisfactorily" or words of the like imported are used, it shall mean approved by, acceptable to or satisfactory to



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the Authority. Whenever the words “he”, “his”, “him”, etc. are used in these Bid Documents or Agreement Documents it shall be understood that such words mean male, female or an impersonal business entity.

Any reference to a specific requirement of a numbered Section, Subsection, Paragraph or Subparagraph of the Bid Document or Agreement Document, or cited standard in the Specifications, shall be interpreted to include all general requirements of the entire Section, Subsection, Paragraph or Subparagraph or any Specification item or cited standard, that may be pertinent to such specific reference.

End of section

INSTRUCTIONS TO BIDDERS

I. INVESTIGATION OF CONDITIONS

The submission of a Bid shall constitute conclusive evidence that the Bidder has investigated all technical specifications, the manner and environment in which the products will be used and is aware of the circumstances, procedures, and requirements affecting the Products and services to be provided. The attention of the Bidder is specifically directed to, and Bidder will be conclusively presumed to have read and become familiar with, all Bid Documents. No claim for adjustment of the provisions of the Agreement Documents, and particularly of the fees to be paid by the Authority to the Company, shall be honored.

II. BID SUBMISSION

Bid Documents and all related information shall be submitted electronically via the official bidding website at www.flyLouisvillebids.com by no later than November 12, 2025, at 2:00 p.m. EST. Submissions will need to be in a single PDF document with the first four pages being the completed Bid Form (BF-1 through BF-4) and the Specifications and Pricing Form following right after.

Website path: Current Bids and Proposals > Select applicable proposal > Submit Bid > Upload PDF file > Submit Bid

III. QUESTIONS AND COMMENTS

The Purchasing Department shall be the sole point of contact for any Bidder throughout the Invitation for Bid (IFB) process. Should there be any doubt as to the meaning or content of these Bid Documents, the Bidder shall immediately notify Tairra Bridgewaters, Director of Purchasing, via email at tairra.bridgewaters@flylouisville.com no later than 12:00 p.m. EST. November 3, 2025. Questions or comments received after this date and time may not be considered for response by the Authority. The Authority will not be responsible for any oral instructions, interpretations, or explanations unless also addressed in writing.

IV. WITHDRAWAL, REJECTION, OR ACCEPTANCE OF A BID

4.1 At any time, up to the hour and date set for receipt of Bids, Bidders may withdraw its Bid through the website www.flylouisvillebids.com. Adjustments and/or corrections to a Bid may be performed through the website up to the hour and date set for receipt of Bids by withdrawing the Bid and submitting the updated document. After the scheduled time and date for receipt of Bids, Bidders will not be permitted to submit or withdraw a Bid and all submissions will constitute a valid offer subject to acceptance by the Authority for a period of 90 calendar days following the due date for Bids.

4.2 Bids not conforming to the following requirements may be rejected:

- a. Bids must be submitted using the Authority's Bid Form contained within this Document. Bids must be submitted in such manner as to make them complete and free

from ambiguity, without alterations or erasures. All blank spaces in the Bid Form must be properly filled in, and the Bid Form properly signed by the Bidder or Bidder's legally authorized officer of agent.

- b. Bidder must sign and have notarized, the "Bidder's Affidavit" which is part of the Bid Form. This affidavit covers non-collusion and non-conflict of interest. Any Bid that does not include the properly executed affidavit will be declared invalid.
- c. Bidder shall furnish, among other things, a statement of its experience as required in the Questionnaire attached hereto as part of the Bid.
- d. Bidder must furnish all data, attachments, or statements that it deems essential and pertinent to assure total understanding and evaluation of its Bid by the Authority.

4.3 The Authority reserves the right to reject any and all Bids, waive any irregularities or informality in any Bid, to negotiate for the modification of any Bid, to accept the Bid, which in its sole judgement, is deemed the most desirable and advantageous to it from the standpoint of customer service, value, and concept of operation, even though such Bid may not on its face appear to be the lowest and best price to the Authority.

4.4 Any Bid, which is incomplete, conditional, ambiguous, obscure or which contains additions or alterations not called for, or irregularities of any kind, may be rejected for such reason or reasons.

4.5 If the successful Bidder refuses to enter into the Agreement within fourteen (14) calendar days after the Agreement is delivered to the successful Bidder for execution, the Authority shall have the right to accept the Bid(s) of any other qualified Bidder(s) which submitted a bona fide Bid in response to this Bid Document, with or without re-advertisement.

V. DISQUALIFICATION

Any of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid.

- a. Submission of more than one Bid hereunder by an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Bidders.
- c. A Bidder's default or arrearage under any other previous or existing agreement or purchase order either with the Authority or another company.
- d. Existence of any unresolved claims between the Bidder and the Authority.
- e. Violation of the **NO CONTACT POLICY**. Upon the advertisement or other publication of any Request for Proposals ("RFP"), Request for Qualifications ("RFQ"), Invitation for Bid ("IFB"), or other procurement and during the evaluation period for the same:

There shall be no communication or contact initiated by Bidders, potential Bidders, Proposers, potential Proposers, Responders, potential Responders or their representatives (collectively, “bidders”) directed at members of the Authority’s board, its employees, its consultants, or its other representatives concerning the subject of the procurement process, except as permitted by the Authority’s published RFP, RFQ, IFB, or other procurement documents.

- (i) Unrelated Contact. If the Authority currently contracts with a bidder, this policy shall not prohibit communications between the Authority and the other party to the extent it relates to the existing contract and not the ongoing procurement process.
- (ii) Contact by the Authority. This policy shall not prohibit Authority employees or representatives from contacting a bidder for the purpose of obtaining further information.
- (iii) Policy Violations. The Authority may reject a bid, proposal, or response in the event of any violation of this policy.

VI. INCOMPLETE AND NON-RESPONSIVE BIDS

The Authority may consider any Bid incomplete if not prepared and submitted in accordance with the provisions of these Bid Documents. Any alteration, omission, addition to the Bid Form, or any unauthorized conditions, limitations or provisions attached to a Bid may render it incomplete and may be sufficient cause for its rejection. The Authority may also consider the Bid incomplete and may reject it if:

- a. The Bid Form furnished herein is not used or is altered.
- b. There are alternate Bids not called for or irregularities of any kind, which may tend to make the Bid indefinite or ambiguous as to its meaning.
- c. Any documents necessary for Bid purposes which are not complete, are improperly executed, or are missing.

VII. GRATUITIES AND KICKBACKS

The Bidder shall not offer, give, or agree to give any current or former Authority employee or member of its Board a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy.

VIII. BASIS FOR AWARD

Award will be based on the Bidder providing the Best Value as determined by the Authority in its sole and absolute discretion. The Authority reserves the right to make multiple

awards if doing so is determined to be in its best interest. Criteria for Awards may include, but will not be limited to price, product quality, delivery, supplier ability, supplier history, and references. The Authority reserves the right to consider information obtained from references not specifically listed herein.

IX. NOTICE OF AWARD

It is anticipated that the Authority will give the Notice of Award to the successful Bidder within thirty (30) calendar days from the Bid due date. However, the Authority reserves a period of ninety (90) calendar days following the Bid due date in which the Notice of Award may be given. The successful Bidder, to whom an Award is made, shall deliver to the Authority the executed Agreement Document, evidence of insurance coverage required by said Agreement, and all other required documents within fourteen (14) calendar days of receipt of the Notice of Award. Failure to return all required documents within fourteen (14) calendar days shall be just cause for cancellation of the Award by the Authority and, in the Authority's sole discretion, the Award may be made to a different qualified Bidder. The Authority reserves the right to cancel the Award without liability at any time before the Agreement has been fully executed by both parties.

X. GENERAL

The following general conditions relate to the submission of Bids and any Award to be made as a result thereof:

- a. The Authority reserves the right to accept the Bid offered by a responsible and qualified Bidder which, in the Authority's sole opinion, best meets all the goals and requirements stated elsewhere in these Bid Documents. Responsibility and qualification are to be determined from the information furnished by the Bidder as well as from other sources determined to be appropriate by the Authority. The Authority further reserves the right not to make an award until after such investigations, as are deemed appropriate, are completed regarding the experience, financial responsibility, and other qualifications of the Bidder.
- b. The Authority shall not be obligated to respond to any Bid submitted, nor shall the Authority be legally bound in any manner whatsoever by the submission of a Bid by any Bidder.
- c. Any agreement arising out of any Bid submitted hereunder, and any negotiations that may follow, shall not be binding or valid against the Authority, its officers, employees, or agents unless reduced to writing and executed by an authorized representative of the Authority.
- d. Statistical information contained in these Bid Documents is for information purposes only. The Authority is not responsible for any inaccuracies or interpretations of data.
- e. Under Kentucky's Open Records Act, the Bid submitted in response to this solicitation will be subject to inspection by the public, unless an exception to the Open Record

Act applies. KRS 61.878(1)(c)1 excludes from the Act's disclosure requirements "records confidentially disclosed to an agency...generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records." If Bidders response to this solicitation contains information Bidder deems as confidential or proprietary, Bidder shall clearly mark the pages containing such information as "CONFIDENTIAL" or "PROPRIETARY." Bidders may not classify an entire Bid as proprietary or confidential. Bidders' classifications of information as confidential or proprietary will not be binding upon the Authority.

XI. DRAF FORM OF AGREEMENT

The included draft form of agreement is the form of agreement the Authority contemplates will be executed by the parties. Each Bider should examine the Draft Agreement for a specific understanding of the terms and requirements. **Any requested changes to this form of agreement must be submitted in writing on or before the due date for such proposed changes as set forth in the section entitled "Questions and Comments"**. All potential Bidders shall be notified of any proposed changes and the Authority stance on such changes through an addendum to the Bid Documents, and if such changes are accepted by the Authority, they shall be included in the Agreement that shall be executed by the successful Bidder. In the event no proposed changes are submitted, or the proposed changes submitted are not accepted by the Authority as set forth in an addendum to the Bid Documents, then the form of Agreement as originally proposed by the Authority shall be executed by the successful Bidder. Notwithstanding the foregoing, the Authority shall have the right to make non-material changes to the Agreement up to the date of execution by both parties, and shall also have the right to insert the name of the successful bidder and the applicable compensation.

Please note the following concerning the included Draft Agreement:

- a. The Kentucky Constitution does not permit the Authority to indemnify third parties.
- b. The Federal Aviation Administration requires the Non-Discrimination and Disadvantage Business Enterprises language in all contracts and cannot be changed or amended.
- c. Kentucky statute requires all Open Record Requests must be answered within five (5) days. This language cannot be changed or amended.

XII. INSURANCE REQUIREMENTS

12.1 The Company agrees to carry and maintain, at its own expense, public liability insurance and automobile liability insurance in the amount of \$1,000,000.00, each in single limit amounts for damage to property or injury to persons resulting from any one accident. Such policy(ies) shall: (a) be issued by companies acceptable to the Authority, (b) name the Authority as an additional insured, (c) not be cancelled on less than thirty (30) days prior written notice to the Authority, (d) be primary and noncontributory, and (e) waive all rights of subrogation against the Authority and

its insurers. The Company shall provide the Authority with a certificate of insurance or such other evidence satisfactory to the Authority that such insurance is in effect.

12.2 Company shall carry Worker's Compensation Insurance for the statutory amount and shall provide satisfactory evidence to the Authority that such insurance is in effect.

12.3 In the event of changes in Insurance Carriers, the Company shall provide no less than thirty (30) days written notice to the Authority of such anticipated change and the new insurance certificate Documents, in the required amount, must be effective and received by the Authority as of the day following the expiration date of the previous insurance policy so to prevent a gap in coverage.

12.4 The Authority shall not be liable for any damage either to person or property, sustained by the Company or by other persons due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of an accident in or about the airport, or due to any act or neglect of any tenant or occupant of the airport, or of any other person, except to the extent caused by the sole negligence of the Authority. Without limiting the generality of the foregoing, the Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of the Authority, unless the damage is proved to be the result of sole negligence of the Authority.

XIII. ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION

Bidder's signature certifies that the Bidder, and where applicable subcontract vendor, or any person performing services under this agreement (i) is not now nor have ever been excluded, suspended, debarred, or otherwise deemed ineligible to participate in governmental procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the Bidder, and where applicable subcontract vendor, or any person performing services under this agreement becomes ineligible for participation in such governmental programs in the future, vendor will have a process in place such that subcontract vendor(s) and any person performing services under this agreement will promptly notify the vendor of such ineligibility. The Bidder will notify the Authority within seventy-two (72) hours of the vendor becoming aware of the governmental ineligibility of the vendor, any subcontract vendor, or any person performing services under this agreement.

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GENERAL CONDITIONS

I. GENERAL DESCRIPTION

The Louisville Regional Airport Authority (the “Authority”) intends to grant to the most qualified and responsible Bidder (the “Bidder”) the right and obligation to sell, transfer, and deliver the specified Products to the Louisville Regional Airport Authority Public Safety department, as more fully described herein. The Bidder shall base its prices generally upon the conditions and requirements contained in this document. The Bidder shall furnish, without limitation, all required labor, equipment and materials as specified herein, all at the successful Bidder’s expense.

II. BIDDER QUALIFICATIONS

2.1 In order to be considered qualified to provide the Products hereunder, each Bidder must, at a minimum, meet the following criteria:

- a. Have a minimum of five (5) years’ experience in providing the Products required in these Bid Documents.
- b. Shall have qualified personnel to provide the Products as specified in a timely and professional manner.
- c. Provide satisfactory evidence that the proposed Products will meet or exceed minimum Specifications outlined herein.

2.2 It is mandatory that the individual, partnership, joint venture, limited liability Bidder or corporation submitting a bid have experience in providing used/refurbished Airfield Directional Signage equipment, and if such is found not to be the case, any Bid submitted by such individual, partnership, joint venture, or corporation will be rejected. In the case of a Bid submitted by a partnership or a joint venture, at least one of the general partners thereof or one of the constituent members of such partnership or joint venture must possess said minimum qualifications.

2.3 The Authority reserves the right at any time to request clarifications and/or additional information from the Bidder(s) in order to fully evaluate the proposed Products and/or services.

III. SCOPE OF WORK

3.1 The Company Agrees to provide the Products in accordance with terms set forth in the Bid Documents. The terms of the Bid Documents and Agreement shall supersede any contrary or inconsistent terms set forth on any purchase orders, purchase order acknowledgements, invoices, confirmations and/or other similar documents.



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3.2 The Authority reserves the right to adjust the scope of work including but not limited to altering company name/logo, designs, and incorporating or removing products to meet the needs of the Authority and its staff. A revised product pricing list shall be negotiated for Authority proposed adjustments to the scope of work.

IV. SPECIFICATIONS

4.1 The Specifications for the Products to be provided are included hereto as Attachment A, titled Specifications and Pricing. Any quantities listed represent estimated usage. The Authority makes no guarantee as to the actual frequency and quantities needed.

4.2 Each Officer shall be properly fitted for his/her uniforms by the Company prior to ordering. All personnel shall be measured by the Company upon contract award and at least once a year thereafter. Each newly hired person will be measured when reporting to duty by the Company.

4.3 The Company will assign a customer representative to manage all sizing, alterations, and uniform issues. The Company will assume full responsibility for all associated costs, including labor, alterations, and all shipping fees (initial and return).

4.4 Any discrepancies in an order regarding sizing, style and/or damaged Products shall be resolved by the Company at no additional cost to the Authority.

4.5 **Delivery:** The Company shall have the ability to deliver gear in an 8-week time frame or less after receipt of order. This delivery period includes time for any third-party services, such as embroidery, if utilized. All Products will be packaged individually in protective bags, and then boxed together, with the box clearly labeled with the corresponding Authority employees' name.

4.6 **Ordering:** The Company shall provide current lead time of each order placed. The Company shall immediately notify the Authority of any delays, backorders, or any circumstance which may extend delivery beyond the specified time frame.

4.7 The Company shall provide timely updates to the Authority on all backordered or delayed Products that have been ordered. Updates shall be provided, via electronic mail at a minimum, once per week.

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FEDERAL FUNDING GUIDELINES

Provisions, covenants and conditions mandated by the Federal Aviation Administration, or other federal regulations, to be included in all agreements for equipment to be funded in whole or in part by federal grants.

I. CERTIFICATION REGARDING LOBBYING

1.1 The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

II. FAIR LABOR STANDARDS ACT COMPLIANCE

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



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

III. TRADE RESTRICTION CERTIFICATION

3.1 By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- c. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

3.2 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

3.3 The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

3.4 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- b. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- c. who incorporates in the public works project any product of a foreign country on such USTR list.

3.5 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.



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The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

3.6 The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

3.7 This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA

IV. PROCUREMENT OF RECOVERED MATERIALS

4.1 Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year. The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

4.2 Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b. Fails to meet reasonable contract performance requirements; or
- c. Is only available at an unreasonable price.

Remainder of page left blank intentionally



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BID FORM

The undersigned Bidder, having examined the conditions associated with the proposed Vehicle to be provided, and having carefully read and examined all of the Bid Documents which include, but are not limited to: Cover Page, Definition of Terms, Invitation to Bid, Instructions to Bidders, General Conditions, and Bid Form; and any and all related documents to provide the equipment described therein, and having become familiar with the specifications, requirements and procedures thereof, hereby proposes and offers to perform all obligations associated herewith and proposes to furnish all labor, supplies, and equipment required to perform all of the work in strict accordance with the Bid Documents.

The undersigned certifies that it has examined and is fully familiar with all the provisions of the Bid Documents and is satisfied they are accurate; that it has carefully checked all words and figures, and other matters that in any way affect the work or the cost thereof.

I. BID PRICE

1.1 The Bidder must quote a per unit cost within Attachment A, titled Specifications and Pricing. These specifications have detailed the desired type of Products but if Bidder cannot provide the item as specified, then an alternate item can be bid/proposed. **Bidder shall provide, for any one item, information on the specified item or a suitable and equal alternate item but not both.** All pricing submitted by the Company must be inclusive of all direct and indirect costs including but not limited to direct labor costs, overhead, fee or profit, clerical support, product, managerial support, and any other related costs associated with the performance of the Services. Bidder shall also include front and back photos of each item.

1.2 Bidder shall submit the brand name and descriptive literature including materials, durability, flexibility, weight, etc. If the Bidder is not able to provide the Products as described and has a an equally comparable products to offer, please so indicate within the Bid Form and separate pages if needed, including manufacturer, materials, durability, available sizes, available colors, pictures of front and back, and price.

1.3 All pricing shall be based on F.O.B destination delivery. All pricing shall be valid for the initial two-year Term of the Agreement. Pricing for each optional one-year extension thereafter shall be subject to mutual agreement of the Authority and Company.

1.4 The LRAA is exempt from state and local taxes. Exemption Certificates will be furnished to the awarded Bidder upon written request. All taxes for goods and services furnished to the LRAA are the exclusive responsibility of the supplier.

1.5 Specifications may refer to brand names to establish the desired level of quality for the requested Products. A Bidder may offer equivalent products that meet or exceed the listed specifications. The burden of proof of such equivalency rests with the Bidder. The Authority shall act as sole judge of equivalency and acceptability of the equipment bid. The Authority's determination of equivalency shall be final.



II. WARRANTY

2.1 The Company warrants to the Authority that all Products shall be free from defects in materials and workmanship and shall conform to the requirements of the order. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. All Products furnished under this Agreement shall be new and unused, and of the latest product in production to commercial trade. Manufacturer furnishing Products shall be experienced in design and construction of such Products and shall be an established supplier of the Product. If a third party is utilized for embroidery services, the party must be experienced in design and technique and shall be an established supplier of such services.

2.2 In the event Products are not provided in accordance with the Agreement Documents, notice shall be given to the Company to immediately provide personnel, equipment, and supplies necessary to correct any deficiencies. It is the responsibility of the Company to communicate concerns or requests with third parties.

2.3 Until the expiration of any stated warranties the Authority shall inspect all Products and immediately notify the Company of any quality concerns and/or issues. The Company will immediately resolve the identified issue/concern and will also be responsible for immediately resolving any issues involving third parties without delay or additional cost to the Authority.

III. ADDENDA

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions or modifications to, or deletions from the conditions, provisions, and service(s) called for in these Addenda are included in this Bid.

Addendum #: _____

Dated: _____

Addendum #: _____

Dated: _____

(Note: If no Addenda have been received, write in "None")

IV. LEGAL STATUS OF BIDDER

a. Name of Bidder: _____

Bidder/Proposer Type of Legal Status (check one)

☐ Corporation

☐ Limited Liability Company

☐ General Partnership; ☐ Limited Partnership

☐ Sole Proprietorship

☐ Joint Venture

☐ Other _____

Provide as applicable:



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When Incorporated? _____

Where Incorporated (State)? _____

Date of Organization: _____

b. Is Entity registered to do business in Kentucky? () Yes () No

Has Entity previously conducted business in Kentucky?

() Yes; () No; When: _____

c. Furnish the following information on the principal officers of the company/corporation:

NAME

TITLE

ADDRESS

_____	_____	_____
_____	_____	_____
_____	_____	_____

d. Provide Name and address of each General Partner, Joint Venture, etc.

NAME

TITLE

ADDRESS

_____	_____	_____
_____	_____	_____
_____	_____	_____

V. CERTIFICATION STATUS OF BIDDER:

Bidder/Proposer is currently certified as: (Check any that apply)

Type of Certification

Certifying Body

☐ DBE (DISADVANTAGED BUSINESS ENTERPRISE)

☐ W/MBE (WOMAN/MINORITY BUSINESSE ENTERPRISE)

For either of the above certifications, denote the basis of owner certification:

☐ Female

☐ Asian Pacific American

☐ Black American

☐ Hispanic American

☐ Native American

☐ Subcontinent Asian Pacific American

☐ Veteran Owned



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BIDDER'S AFFIDAVIT

State of _____

County of _____

Affiant, _____, being first duly sworn,
deposes and says that I am a duly authorized Bidder to provide the Services herein:

(1) Bidder does hereby state that neither the Bidder nor any of Bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Bidder or potential Bidder in regard to the amount, terms or conditions of this Proposal and has not paid or agreed to pay, directly or indirectly any person, firm, corporation or other Bidder or potential Bidder any money or other valuable consideration for assistance in procuring or attempting to procure the Operation of the System and has not agreed, directly or indirectly, with any person, firm, corporation or other Bidder or potential Bidder to fix the prices in the attached Proposal or the Proposal of any other Bidder, and further states that no such money or other reward will be hereinafter paid.

(2) The Bidder further states that no person or selling agency has been employed or retained to solicit or secure the Agreement for a fee, commission, percentage, brokerage or contingent fee, except bona fide employees of the Bidder or a bona fide commercial or selling agency maintained by the Bidder for the purpose of securing business prices.

(3) Bidder further states that it has neither recommended or suggested to the Authority, or any of its members, officers or employees, any of the terms or provisions set forth in the Proposal Documents, except at a meeting open to all interested Bidders, of which proper notice was given or through formal written questions responded through by an addendum.

(4) The Bidder further states that no officer, or stockholder of the Bidder is a member of the Authority or its staff, neither related to any member of the Authority or its staff except as noted herein:

(5) The Bidder further states that no member or delegate to Congress, or state or local public official shall be admitted to any share or part of the Agreement, or to any benefit that may arise therefrom; provided, however, this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit:

Signature of Affiant: _____ Title: _____

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day of _____, 2025, by _____ of _____ a _____ corporation, on behalf of the corporation.

Signature of Notary Public: _____

My commission expires: _____



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**BIDDER' S EXPERIENCE
QUALIFICATIONS QUESTIONNAIRE**

Included herein is a statement of the Bidder's qualifications and experience in providing the Services and other evidence of the Bidder's ability to provide the Services satisfactorily, of which the Bidder certifies fully meets or exceeds all standards, specifications, and criteria established by the Authority, as set forth in the Bid Documents, for providing the Services

The Bidder hereby certifies the truth and correctness of all statements and of all answers to questions herein. Omissions, inaccuracy or misstatements may be cause for rejection of a submitted Bid. All information requested in this Questionnaire must be completed, accurately and in the form requested. If more space is necessary for answering any of the questions in this questionnaire, use the reverse side of the form or attach additional pages as required.

1. Name and address of Bidder exactly as it should appear in the Agreement:

Name: _____

Address: _____

2. Name and address of contact person for communication relating to the Bid.

Name: _____

Title _____

Address: _____

Telephone Number: _____

E-mail Address: _____

3. Number of years Company has been in business: _____

4. What is your experience in providing the Products herein?

5. Please give at least three references of companies to which you have provided similar Products.



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NAME OF COMPANY CONTACT PERSON TELEPHONE NUMBER

- a. _____
- b. _____
- c. _____

6. Define your warranty period and coverage

7. Will sizing or alterations be performed by a third party? If so, please provide that vendor's contact information.

8. Do you offer any programs or services for the safe disposal or recycling of retired gear?

9. Other information Bidder may wish to furnish:

Signature required on following page



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The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this Questionnaire, including all supplementary statements attached hereto (individual, partner(s), joint venturer, or authorized officer of corporation).

Name of Company:		Date:	
Address:		Phone:	
City:	State:	Zip:	Fax:
Payment Terms:	E-Mail Address:		
	Web Address:		
Shipping Terms: FOB Destination, Freight Prepaid and included in Unit Cost	Print Name:		
Federal Employer ID:	Signature:		

FAILURE TO SIGN AND RETURN THIS SHALL DEEM YOUR BID NON-RESPONSIVE

If signed electronically, the "Certificate of Completion" must be provided as well.

DRAFT AGREEMENT

**FIREFIGHTER SAFETY GEAR
for
LOUISVILLE REGIONAL AIRPORT AUTHORITY**

This Agreement is made, entered into and effective as of the 4th day of January 2026, (the “Effective Date”) by and between the **LOUISVILLE REGIONAL AIRPORT AUTHORITY** (the “Authority”) and **COMPANY** (the “Company”).

WITNESSETH:

The Authority desires to allow the Company the right and obligation to sell, transfer, and deliver Firefighter Safety Gear (the “Products”) to the Louisville Regional Airport Authority (the “Authority”) for the Louisville Muhammad Ali International Airport Public Safety Department (the “LIAPSD”) at Louisville International Airport (the “Airport”) for a term of two years with an option for one additional year, as more fully described herein.

The Company is qualified and willing to provide such Products.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations, and agreements herein contained and other valuable consideration, the Authority and the Company hereby mutually undertake, promise and agree, each for themselves, their successors and assigns as follows:

I. COMPLETE UNDERSTANDING

The Authority hereby engages the Company to provide, and the Company hereby agrees to provide, the Products herein described, in accordance with the terms of this Agreement all at the Company’s sole expense. This Agreement, together with the Bid Documents, collectively defined hereinafter as “Agreement Documents”, sets forth the entire agreement between the parties and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the Agreement Documents shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms and provisions of this Agreement may not be changed, altered or amended except by a writing signed by both parties.

II. SCOPE OF WORK

2.1 The Company agrees to provide all management, labor, and equipment required for the sale, transfer, and delivery of the Products as specified in the Bid Documents and in accordance with the terms of the Agreement. The terms of the Agreement Documents shall supersede any contrary or inconsistent terms set forth on any purchase orders, purchase order acknowledgements, invoices, confirmation and/or other similar documents. No supplemental provisions of any such purchase orders, purchase order confirmations, invoices, confirmations or other similar documents shall be binding upon the Authority unless such document is signed by an authorized representative of the Authority.

2.2 Company will assign a customer representative to manage all sizing, alterations, and uniform issues. The Company will assume full responsibility for all associated costs, including labor, alterations, and all shipping fees (initial and return).

2.3 Purchases shall be made on an as needed basis. The Authority makes no guarantee to actual quantities ordered.

2.4 The Company shall provide to the Authority timely updates on all backordered or delayed Products that have been ordered. Updates shall be provided, via electronic mail at a minimum, once per week.

2.5 The Company is responsible for ensuring each officer is properly fitted for uniforms prior to ordering. All existing personnel shall be measured by the Company upon contract award, followed by a re-sizing at least yearly thereafter, or as needed. Furthermore, the Company shall measure all newly hired personnel upon their report to duty.

2.6 Products shall be delivered within Eight (8) weeks from receipt by the Company of the order. Exceptions to this timeframe may be granted under exceptional circumstances; however, three instances of the Company's failure to meet this timeframe may result in termination of the Agreement. Any substitution must be approved with samples prior to shipping an open order or company will be held in breach of contract.

2.7 Any discrepancies in an order regarding sizing, style and/or damaged Products shall be resolved by the Company at no additional cost to the Authority.

III. TERM

3.1 The "Term" of this Agreement shall be for a period of two (2) years, beginning on the Effective Date and ending on the day preceding the second anniversary of the Effective Date. Afterwards, upon mutual written consent of the Authority and Company, the established Agreement may then be extended for two (2) additional years.

IV. COMPENSATION

4.1 In consideration of the Products to be furnished and delivered under this Agreement, the Authority shall pay the Company in accordance with the set unit prices specified within Attachment A, provided the total payments shall not exceed \$0000.00 during the term of this Agreement. Compensation paid hereunder shall include all expenses of every kind and nature incurred by the Company.

4.2 Except as provided herein, no price changes, additions, or subsequent qualifications will be honored during the course of the Agreement without prior written consent mutually agreed upon by the Authority and Company.

4.3 The Authority reserves the right to adjust the scope of work to meet the needs of the LIAPSD including but not limited to incorporating and/or removing particular garments/brands and adjusting logo designs. The additional garments, brands, and respective pricing shall be negotiated and incorporated into the agreement via mutual consent of the Authority and Company.

V. DELIVERY, INVOICE, AND PAYMENT; COMPLIANCE WITH LAWS

5.1 The Company shall deliver the Products to the Louisville Regional Airport Authority's Maintenance and Administration Support Services receiving dock located at 4320 Park Boulevard, Louisville, Kentucky 40209. Delivery hours are from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 3:30 p.m. EST., Monday through Friday.

5.2 The Company shall provide documentation to the Authority regarding the Products delivered at the time of delivery. Products shall be properly package to prevent damage and shall be addressed to the respective Authority employee.

5.3 Any credit to this account will be sent in the form of a credit memo by mail or electronic mail. Any credits will be balanced at the end of each 30-day cycle and posted.

5.4 Payment terms are net 30 days from Company's invoice date.

5.5 The Authority is exempt from state and local taxes. Exemption Certificates will be furnished upon written request. All taxes for goods and services furnished to the Authority are the exclusive responsibility of the supplier.

5.6 The Company will submit an itemized invoice to the Authority for all Products delivered per order. Invoices shall include the name of the employee, garment type, quantity, unit price, extended price, and the total cost per employee. Invoices shall be directed to:

Louisville Regional Airport Authority
ATTN: Accounts Payable
700 Administration Drive
Louisville, Kentucky 40209
lraa.payables@flylouisville.com

5.7 The Company shall pay all federal, state, and local taxes which may be assessed against it or its equipment, materials, or supplies while in or upon the Premises or elsewhere at the airport, as well as all federal, state, and local taxes assessed in connection with its Products to be provided under this Agreement.

5.8 The Company shall obtain and pay for all permits and licenses and shall give all notices, pay all fees, and comply with all laws, ordinances, rules, and regulations, including but not limited to regulations promulgated by the Authority, and all regulations and requirements of the Federal Occupational Health and Safety Act, and any similar state or local laws, ordinances, and regulations, including regulations promulgated by the Authority, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect the conduct of the Products to be provided (the "Applicable Law").

VI. WARRANTY

6.1 The Company warrants to the Authority that all Products shall be free from defects in materials and workmanship and shall conform to the requirements of the order. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description

concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. All Products furnished under this Agreement shall be new and unused, of the latest product in production to commercial trade. Manufacturer furnishing the apparel shall be experienced in design and construction of such products and shall be an established supplier of the product. If embroidery services are performed by a third party, the party must be experienced in design and technique and shall be an established supplier of such services.

6.2 In the event Products are not provided in accordance with the Agreement Documents, notice shall be given to the Company to immediately provide personnel, equipment, and supplies necessary to correct any deficiencies. It is the responsibility of the Company to communicate embroidery concerns with applicable third parties. If within three (3) business days of such notice, Company has not corrected specified deficiencies to the satisfaction of the Authority, and according to the Specifications, the Authority may, at its option, provide such personnel, equipment, and supplies from its own source or by contract as required to correct the deficiencies, and the Company shall pay such costs incurred to effect such remedy. Any such amounts charged to the Company shall be deducted from any sums due or becoming due from the Authority to the Company.

6.3 Until expiration of any stated warranties the Authority shall inspect all apparel and immediately notify the Company of any quality concerns and/or issues. The Company will immediately resolve the identified issue/concern and will also be responsible for immediately resolving any issues involving third parties without delay to the Authority.

VII. INSURANCE REQUIREMENTS

7.1 The company agrees to maintain and carry, at its own expense, public liability insurance in the amount of one million dollars (\$1,000,000.00) and automobile liability insurance in the amount of one million dollars (\$1,000,000.00), each in single limit amounts for damage to property and injury to persons resulting from any one accident. Such policy(ies) shall: (a) be issued by companies acceptable to the Authority, (b) name the Authority as an additional insured, (c) not be cancelled on less than thirty (30) days prior written notice to the Authority, (d) be primary and noncontributory, and (e) waive all rights of subrogation against the Authority and its insurers. The Company shall provide the Authority with a certificate of insurance or such other evidence satisfactory to the Authority that such insurance is in effect.

7.2 Company shall carry Workers' Compensation Insurance for the statutory amount and shall provide certification to the Authority.

7.3 In the event of changes in Insurance Carriers, the Company shall provide no less than thirty (30) days written notice to the Authority of such anticipated change and the new insurance documents, in the required amount, must be effective and received by the Authority as of the day following the expiration date of the previous insurance policy so to prevent a gap in coverage.

7.4 The Authority shall not be liable for any damage either to person or property, sustained by the Company or by other persons due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of an accident in or about the airport, or due to any act or neglect of any tenant or occupant of the airport, or of any other person, except to the extent caused by the sole negligence of the

Authority. Without limiting the generality of the foregoing, the Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of the Authority, unless the damage is proved to be the result of sole negligence of the Authority.

VIII. TITLE AND RISK OF LOSS

Unless otherwise specified in connection with a particular order placed pursuant to this Agreement, title and risk of loss of or damage to the Product shall pass from the Company to the Authority when delivered to the Authority as specified in the order, except for loss or damage resulting from Company's fault or negligence or failure to comply with an order. Passing of title upon such delivery shall not constitute acceptance of any Product.

IX. INSPECTION

The Authority will inspect all Products upon retrieval or delivery. Any Product that fails to comply with the specifications and conditions will be rejected and returned to the Company for correction at the Company's expense. The decision concerning satisfactory use and performance of any product in this Agreement shall be that of the Authority.

X. STATUS OF COMPANY

The status of the Company under this Agreement shall be that of an independent contractor retained on a contractual basis to provide Products for a limited period of time, and it is not intended, nor shall it be construed that the Company, or employees of the Company, are employees, officers, or agents of the Authority for any purpose whatsoever. The selection, retention, assignment, direction, and payment of the Company's employees and associates shall be the sole responsibility of the Company. The Authority shall not attempt to exercise any control over the daily performance of duties by the Company's employees. The Company agrees that its employees shall have no right to participate in any group, life, accident, or health plan maintained by the Authority for its employees. The Company shall maintain all tax records for its employees who perform any Company obligations herein, and the Company shall withhold and remit income taxes, federal insurance contributions act taxes, and unemployment insurance taxes to the appropriate governmental agencies with respect to amounts paid by the Company to its employees for their participation in providing such Services.

XI. TERMINATION

11.1 The Authority may terminate this Agreement immediately for default by written notice to the Company of such termination if the Company fails to provide the Products properly, performs in an unsatisfactory manner, or fails to perform any provision of this Agreement. In the event of termination for default, the Authority shall have against the Company all remedies provided by law and equity.

11.2 The Authority further, at its sole option and discretion, may terminate or reduce the scope of work at any time, without any default on the part of the Company, by giving a written notice to the Company at least thirty (30) days prior to the effective date of termination or reduction in the scope of work as set forth in the notice.

11.3 In the event of full or partial termination by the Authority, the Company shall terminate Services, to the extent and on the date specified in the notice of termination and until such date, to the extent stated in the notice of termination, shall provide requested Services, and be compensated only for such Services, as may be necessary as determined by the Authority in its' sole discretion. The Authority may then proceed with provision of the Services to be provided in any lawful manner that it may elect.

11.4 In the event of termination or reduction in the scope of any future purchase of Services by the Authority, the Authority shall pay the Company for all Services satisfactorily received up to the effective date of termination or reduction in the scope of any future Services to be provided, in accordance with the established price for such Services, submitted within the Company's response to the invitation to bid. The Authority and the Company shall negotiate in good faith to arrive at a revised pricing schedule for such reduction in scope.

XII. NOTICE OF LABOR DISPUTES

In the event that the Company is put on notice or otherwise made aware of an actual or potential labor dispute that delays or threatens to delay the delivery of the Products, the Company shall immediately and without delay, notify the Authority in writing. Such notice shall include all relevant information covering such dispute and its background. In the event a labor dispute delays the delivery of Products to an extent not acceptable to the Authority, the Authority reserves the right to terminate the Agreement and pay for any Products provided to that point in time without additional cost or penalty to the Authority. Upon such cancellation, the Authority will proceed to find a replacement to provide the Products the Company had been awarded through this Agreement.

XIII. NOTICES

13.1 Notices to either party provided for herein shall be in writing and shall be sufficient if hand-delivered, sent by courier, or sent by certified or registered mail, postage prepaid, addressed as follows:

To Authority: Louisville Regional Airport Authority
 Attn: Purchasing Department
 4320 Park Blvd
 Louisville, Kentucky 40209

To Company: *Company Name*
 Attn: Contact Person
 Address Line 1
 Address Line 2
 Email or phone number

or to such other respective addresses as the parties may designate to each other in writing from time to time.

XIV. NO ASSIGNMENT OR TRANSFER

The Company shall not assign, subcontract, or transfer this Agreement or any part thereof, by operation of law or otherwise, or any Products to be rendered by the Company hereunder, without the prior express written consent of the Authority.

XV. CUMULATIVE REMEDIES, WAIVER

15.1 The parties agree that any and all remedies that are provided for in this Agreement shall be cumulative and in addition to any other remedies which are provided for in law or equity. No waiver or failure to act on the part of any party to this Agreement shall prevent such party from later exercising their rights under this Agreement.

XVI. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

16.1 During the performance of this Agreement, the Company, for itself, its assignees and successor interest (hereinafter referred to as the “Consultant”), agrees as follows:

- a. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - (i) Withholding payments to the Consultant under the contract until the Consultant complies; and/or

- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

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

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract.

If the Consultant transfers its obligation to another, the transferee is obligated in the same manner as the Consultant.

The above provision obligates the Consultant for the period during which the property is owned, used or possessed by the Consultant and the airport remains obligated to the Federal Aviation Administration.

16.3 **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

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

XVII. DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the Authority to encourage contractors to take all reasonable and necessary steps to ensure that Disadvantaged Business Enterprises, as defined by the U.S. Department of Transportation in 49 C.F.R. § 26.5, have the maximum opportunity to compete for and perform all levels of subcontracts under agreements with the Authority. Consequently, the Company shall not discriminate on the basis of race, color, religion, sex, creed, handicap or national origin in the performance of this Agreement or award of subcontracts hereunder.

XVIII. INDEMNIFICATION

18.1 The Company shall, and shall cause any subcontractor to, assume responsibility for loss or damage to property or injury to persons resulting from, arising out of or associated with the Products, as well as for any claims made by or on behalf of any Company or subcontractor’s agents, servants and employees arising out of their employment or work pertaining to the Products. The Company shall, and shall cause any subcontractor at all times, to indemnify and hold the Authority and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgments, including those reasonable and necessary costs, attorney and witness fees and expenses incidental thereto, arising out of, or in connection with the Products provided under the terms of this Agreement, except to the extent arising out of negligence or willful misconduct of the Authority, its officers,

agents, or employees. It is the intent of the parties that, where the negligence or willful misconduct of the Authority, its officers, agents or employees, is determined to have been contributory, the principles of comparative negligence as applied by the courts of the Commonwealth of Kentucky to matters governed by the substantive law of the Commonwealth of Kentucky shall be followed and each party shall bear the proportionate cost of any loss, damage or liability attributable to its own negligence or misconduct. This Section shall survive the termination or expiration of this Agreement. The parties hereto shall promptly report to the other any such claim or suit against either of them.

18.2 Authority shall not be liable to the Company for any damage either to person or property due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the Airport, or due to any act or neglect of any tenant or occupant of the Airport, or of any other person. Without limiting the generality of the foregoing, Authority shall not be liable for damage caused by water steam, sewer, gas, bursting or leaking of pipes or plumbing or electrical causes or the negligence of contractors, employees, agents, or licensees of Authority, unless such damage is proved to be the result of the sole negligence of the Authority.

XIX. SURRENDER OF POSSESSION

Upon the expiration or other termination of this Agreement, the rights of the Company to use the premises, facilities, rights, licenses, Products, and privileges herein granted shall cease and the Company shall forthwith, upon such expiration or termination, surrender the same.

XX. HEADINGS

The paragraph headings contained herein are solely for convenience and shall have no bearing upon the construction of any of the provisions hereof.

XXI. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Kentucky.

XXII. COMPLIANCE WITH MISCELLANEOUS KENTUCKY LAWS

22.1 During the performance of this Agreement, the contractor and any subcontractor shall:

- a. Reveal any final determination of a violation by the contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor; and
- b. Be in a continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor for the duration of the contract.

22.2 A contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the Authority's cancellation of the contract and disqualification of the Contractor from eligibility for future state contracts for a period of two (2) years.

22.3 A subcontractor's failure to reveal a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the local public agency's disqualification of the subcontractor from eligibility for future contracts for a period of two (2) years.

XXIII. INCORPORATION OF DOCUMENTS

The following documents are hereby incorporated by reference into this Agreement and shall be considered part hereof (the "Agreement Documents"):

1. Bid documents IFB-005-26
2. Original Invitation to Bid
3. Addenda
4. Attachment A – Specifications and Pricing
5. Company's submitted bid response
6. Insurance Certificate(s)

The above documents are to be considered as one and whatever is called for by any one of the documents shall be as binding as if called for by all.

Signatures on following page

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized officer on the date below, effective as of the Effective Date.

LOUISVILLE REGIONAL AIRPORT AUTHORITY

By: _____
Dan E. Mann, A. A. E.
Executive Director

Date: _____

COMPANY

By: _____

Title: _____

Date: _____

These Agreement Documents have been approved as to legality of form and content for the Authority by:

Brenda D. Perry, Esq.
Sr. Vice President, Chief Legal & Administrative Officer
Louisville Regional Airport Authority
700 Administration Drive
Louisville, KY 40209

SPECIFICATIONS and PRICING

I. OBJECTIVE:

The Louisville Regional Airport Authority, hereinafter the Authority, intends to grant the most qualified and responsible vendor, hereinafter the Company, a contract to provide firefighter safety gear that meets or exceeds the specific performance criteria stated herein.

II. REQUIREMENTS:

The Authority's Public Safety department ensures the airport's comprehensive safety and security. Therefore, all provided gear must be of the highest quality to ensure their safety in high-risk situations.

- a. The Authority requires a three-layer design constructed from the lightest possible materials, offering maximum flexibility and breathability while maintaining thermal protection. The ideal design will also minimize coat rise and maximize overhead reach, even when the wearer is equipped with a properly donned Self-Contained Breathing Apparatus (SCBA).
- b. All gear must meet or exceed standards of the most recent edition of NFPA 1971 Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting. Company shall price the most current and most ergonomic design of coats, pants, hoods, and gloves for maximum firefighter agility to minimize fatigue.

The current edition of NFPA 1971 can be reviewed at [NFPA 1971 Standard Development](#)

- c. **Composite Performance:** Thermal Protective Performance (TPP) around 40 and a Total Heat Loss (THL) as high as the composite can achieve. The Company shall provide a detailed list of materials including fabric name, mill name, and square yard weight. Applicable color charts shall also be submitted for review.
- d. **Sizing:** Successful Company will be required to provide on-site sizing at a time convenient to the Authority. *Sizing of firefighters shall be accomplished using actual sizing gear for all to try on.*
- e. **Delivery:** Successful Company shall have the ability to deliver gear in an 8-week time frame or less after receipt of order. Company shall specify current delivery times for quoted products as indicated on each items price sheet.
- f. **Samples:** The Authority reserves the right to request evaluation samples of any product quoted herein. The determination of acceptable Products and materials is the sole responsibility of the Authority, whose decision in this regard shall be final and binding.

- ### III. SPECIFICATIONS:
- The Company shall clearly indicate if the proposed item complies with the specifications provided in this document. If there is a deviation, please detail the exact specifications for the alternative gear being quoted.

These specifications have detailed the desired type of Products but if Bidder cannot provide the item as specified, then an alternate item can be bid/proposed. Bidder shall provide, for any one item, information on the specified item or a suitable and equal alternate item but not both.

Specifications may refer to brand names to establish a desired level of quality for the requested Products. A Bidder may offer equivalent products that meet or exceed the listed specifications. The burden of proof of such equivalency rests with the Bidder. The Authority shall act as sole judge of equivalency and acceptability of the equipment bid. The Authority's determination of equivalency shall be final.

A. Item 1: COAT SPECIFICATIONS

i. NFPA Compliance

All materials and construction will meet or exceed the NFPA 1971 standard, current edition for structural fire fighters protective clothing. All components used in the construction of these garments shall be tested for compliance to NFPA 1971, current edition by Underwriters Laboratories (UL). UL shall certify compliance to that standard. All garments shall carry the UL certification label. The outer shell and liner of each protective garment shall have a garment label permanently and conspicuously attached to the outer shell and thermal liner upon which the following statement shall be printed legibly on the product label. All letters shall be at least 2.5 mm (0.10") high. The following label shall be sewn to the jacket outer shell: "THIS STRUCTURAL FIRE FIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION." Once NFPA 1970 is adopted, the coat shall meet or exceed the new standard and be labeled as such.

COMPLY _____ EXCEPTION _____

ii. Coat Construction

The coat shall be designed to provide maximum functionality and mobility and relieve firefighter working stress. The Active Posture™ Design shall incorporate an arms forward pattern designed to accommodate the firefighter in their real working position. The pattern shall include underarm gussets and darts in the elbows for unrestricted movement. The shoulder seams on shell and liner shall be graded by chest size so that the seam is placed close to the collar in a modified Raglan pattern to mimic the natural location of the shoulder joint and minimize coat rise and extend range of motion when wearing an air pack. The sleeves shall be two-panel construction. The coat sleeve shall be naturally tapered designed and manufactured to provide unrestricted movement while bending the arm. The outer shell shall include four darts at the elbow area - two above and two below the natural bend of the elbow along the sleeve seams. The thermal/moisture barrier liner shall be specially designed to work in conjunction with the shell with a fuller cut pattern. The body of the shell and liner shall be four-panel construction. The front two panels of shell and liner shall extend up to the top of the collar and be an integral part of the collar in a Shawl collar design. All seams joining the main body panels shall be double needle serged and double needle lockstitched topstitched. The stitch type shall be a 516 & 301, double needle lockstitch as defined by Federal Standard 751a and seam type LSbm-4 as defined by Federal Standard 751a,

ensuring that all stitches penetrate four layers of cloth at the joining. All seams shall be sewn with an average of nine stitches per inch. All thread shall be 100% Tex 80 Nomex thread. No chain stitching shall be allowed due to the chance of unraveling if one stitch is broken.

Coat sizing shall be available in 2" increments in chest and 1" increments in sleeve. The length is measured from the collar seam to the bottom of the hem at the rear of the coat.

Stock or Alpha
sizing is unacceptable.

COMPLY _____ EXCEPTION _____

iii. Standard Thermal Reinforcement

Shoulders and elbows shall include a fourth layer of protective thermal material in addition to the already present three layers of shell, thermal and moisture barriers. A patch of thermal lining material shall be sewn to the thermal liner at the top of the shoulders and at the elbows to provide enhanced thermal protection and to meet NFPA 1971 CCHR requirements for those areas. Additionally, thermal material shall be included on the liner behind all sewn trim, reinforcements and patches on the sleeves to meet requirements of Stored Energy test.

COMPLY _____ EXCEPTION _____

iv. Sleeves and Underarm Gussets

The set-in, two panel sleeves shall incorporate a tapered design shaped to follow the natural contour of the arm. Each coat shall incorporate an underarm gusset in all three layers between the underside of the sleeve and the body of the coat. This rounded shaped gusset shall measure approximately 7" wide X 12" long (graded to coat size).

The attachment point of the sleeves to the coat body panels at the top of the shoulder must be 2"- 4" from the outside of the shoulder when standing with the arms at rest at the side of the fire fighter. This moves the coat sleeve interface to the natural bend point of the body providing optimal mobility when donning an SCBA and minimizing coat rise. The sleeve panels shall be sewn together using seam type 301, double needle lock stitch. The outseam of the shell shall be double needled serged and double needle lock stitched. The under seam and underarm gusset seams of the shell shall be double needle serged, then folded and top stitched with double needle lock stitching to reduce thread abrasion.

COMPLY _____ EXCEPTION _____

v. Inner sleeve

A liquid resistant water well shall be sewn into the sleeve end to prevent liquids and other hazardous materials from entering when the arms are raised. This water well shall be constructed of moisture barrier material with the film side facing out. It shall be double needle lock stitched to the outer shell approximately 5" from the sleeve cuff and continue down the inside of the outer shell to the cuff area.

Two-layer Nomex wristlets shall be sewn to the water well inside the sleeve. Two 1" wide polymer-coated aramid (PCA) tabs will be sewn in at the union of the sleeve water well and the knit wrist on the underside of the sleeve. These tabs will be spaced equally

from each other and incorporate female snap fasteners which accommodate corresponding male snaps attached to the thermal liner. A 6" wide layer of quilted Nomex thermal lining material shall be lock stitched to the underside of the shell, between shell and water well, to provide continuous thermal protection at the sleeve and reduce the risk of steam burns under the cuff trim.

COMPLY _____ EXCEPTION _____

vi. Collar Construction

The Shawl collar design shall be constructed as an integral part of the body panels, inner shell facings and the liner to provide uninterrupted and continuous protection to the firefighter. The collar shall measure not less than 3" high measured from where the collar pleats are placed on the body panels at the base of the neck. The exterior of the collar shall be an extension of the front panels with a pleat placed for comfort and the upper rear collar panel shall be joined with a double needle serged seam that is double needle topstitched on the back of the wearer's neck. A panel of shell material shall join the two inner front facings creating the inside of the collar. The coat thermal/moisture barrier lining shall extend up to the top of the inside of the collar without seams and attach inside the collar via three pieces of hook and loop sewn with double needle lock stitching to the top of the thermal liner and inside the top of the collar. The storm flap shall extend to the mid-throat. This design shall meet the NFPA standard for overall liquid integrity without the use of a throat tab, strap, or any additional mechanism that must be secured when donning. A shell material hang-up loop shall be lock stitched to the collar. The hang up loop shall be able to withstand a load of at least 80 pounds.

COMPLY _____ EXCEPTION _____

vii. Moisture Barrier/Thermal Liner Construction

The moisture barrier shall be bound to the thermal liner around the perimeter of the liner using a 1" FR Neoprene coated binding tape double needle lock stitched. This method deters liquids from wicking into the liner and reinforces the edges of the liner from abrasion. Liners not equipped with this reinforcement will not be acceptable. Each liner shall have a 9" X 8" pocket sewn to the inside of the liner on the left side. The liner pocket shall be constructed from Nomex material. All edges of the pocket shall be serged to prevent unraveling. The NFPA compliant labeling shall be applied to the thermal liner pocket. All moisture barrier seams shall be sealed to prevent moisture penetration as per the moisture barrier manufacturers' specifications. To ensure minimum seam abrasion, the moisture barrier seams shall be oriented with the stitching toward the inside of the thermal barrier.

COMPLY _____ EXCEPTION _____

viii. Thermal Liner Inspection Opening

A 14" wide inspection opening shall be placed on the left side hem of the coat. 3/4" x 15" Hook fastener shall be sewn to the edge of the thermal liner and 3/4" x 15" loop fastener shall be sewn to the edge of the moisture liner. The hook and loop shall be aligned and

bound. The start and end of the binding shall overlap the hook & loop 1/2" and backtacked for reinforcement.

COMPLY_____ EXCEPTION_____

ix. Sealed Moisture Barrier Seams

All moisture barrier seams shall be sealed with a minimum 7/8-inch wide sealing tape. One side of the tape shall be coated with heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive is to be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers designed for that purpose.

COMPLY_____ EXCEPTION_____

x. Outer Shell/Liner Assembly Attachment

The coat liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; five to be placed along the leading edges of the left and right facings and two along the bottom hem. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on size of garment. Two male snaps shall be positioned at each liner sleeve cuff to align with two female snaps attached to fabric tabs bartacked inside the outer shell sleeves. 3/4" loop fastener tape shall be lock stitched along the top of the thermal liner inside the collar to match hook fastener tape lock stitched to the inside of the hell collar panels.

COMPLY_____ EXCEPTION_____

xi. Drag Rescue Device

A completely removable Drag Rescue Device (DRD) meeting all requirements of NFPA 1971 shall be located between the liner and outer shell of each coat. The DRD design shall provide for easy removal, inspection and re-installation and a large easy-to-use surface area of DRD to grasp and deploy. The drag rescue device shall be made of 1-1/4" wide Kevlar webbing strap. Two 2" wide slits shall be cut 2" apart into the upper rear panel of the coat shell near bottom of the collar. The area around the slits shall be reinforced with a layer of Scotchlite adhesive material outside the shell. The Kevlar webbing strap shall be sewn with heavy duty Kevlar thread to form a circle. When the circle is folded in half and the ends inserted into the slits in the shell, they shall encircle the shoulders, while the remaining portion left outside the shell shall create a two-layer handle of Kevlar webbing. The handle portion shall be wide enough to grasp with a large gloved hand. The DRD shall pull out from the shell approximately 18" extending beyond the helmet and S.C.B.A. A 4" X 5" flap of outer shell material with beveled corners and reflective trim is to be double needle lock stitched above the slits to cover the external DRD and slit openings. Reflective trim shall be double needle locked stitched to the flap to identify the DRD. The outer shell and flap will have mated hook and loop fastener tape lock stitched to it to close and secure the flap.

COMPLY_____ EXCEPTION_____

xii. Hook & Loop

All hook & loop shall have a finished edge to prevent fraying and unraveling and shall be secured using double needle lock stitching.

COMPLY_____ EXCEPTION_____

xiii. The outer shell shall be a rip-stop twill weave, 60% Kevlar/22% Nomex/18% TECGEN fabric with an approximate weight of 6.5 ounces per square yard, treated with a PFAS free water repellent finish. Color shall be Gold.

COMPLY_____ EXCEPTION_____

xiv. The STEDAIR® 4000 moisture barrier material shall be a 5.5oz/yd² two-layer laminate comprised of an enhanced bicomponent membrane and 3.2 ounce per square yard Nomex® IIIA woven pajama check substrate. The enhanced bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene) matrix having a continuous hydrophilic (water loving) and oliophobic (oil- hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all requirements of NFPA 1971-2018 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and provides excellent total heat loss (THL) and thermal protective performance (TPP).

COMPLY_____ EXCEPTION_____

xv. The thermal liner shall be 5.6 oz/yd² MPG S000108002 CoreCXP™ 1L, consisting of 3.3 osy 93% Meta-aramid/5% Para-aramid/2% antistat in a plain weave fabric with pure softener finish quilted, using 100% aramid thread, to 1 layer of 2.3 osy of 100% aramid spunlace.

COMPLY_____ EXCEPTION_____

xvi. The coat front closure shall consist of a zipper on the coat fronts and hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on Nomex cloth and shall be sewn to the right front body panel and left jacket facings. The zipper parts shall be bartacked for strength. The storm flap shall close over the left and right body panels and is secured by hook and loop fastener tape. A 1-1/2" X 24" strip of loop fastener tape shall be sewn to the underside of the storm flap and correspond to a 1-1/2" piece of hook fastener tape sewn to the front body panel of the coat. Both pieces of hook and loop shall be sewn using double needle lock stitching. The coat shall also have front facings that extend from the collar to the hem area. These facings shall be 2" wide and be comprised of outer shell material and corresponding moisture barrier material. The outer shell material shall face the wearers body when the jacket is in the closed position. The moisture barrier shall be sewn to the back of the outer shell portion and face the inside of the coat body panel. A 4" piece of moisture barrier material shall be sewn into the coat facing and extend the length of the coat opening. This additional moisture barrier material shall ensure that there is no gap in coverage between the coat closure system and the wearers body. The thermal liner/moisture barrier assembly shall be attached to these

facings by means of snap fasteners. The interior edges of the facing shall be serged and finished leaving no raw edges.

COMPLY_____ EXCEPTION_____

xvii. Shell material shall be threaded through the zipper pull and sewn to finish at ½" x 2 ½".

COMPLY_____ EXCEPTION_____

xviii. The coat trim configuration shall be 3" NYC and be placed as follows: One 3" strip shall be horizontal around the chest area and one 3" strip shall be around the hem of the coat. One 3" strip shall be around each sleeve end and one 3" strip above the elbow. Each coat shall have an adequate amount of trim on the outside of the outer shell to meet the requirements of NFPA 1971, current edition.

COMPLY_____ EXCEPTION_____

xix. The trim material shall be 3M™ Scotchlite™ Reflective Material - Fluorescent lime-yellow with silver stripe. All 3M™ Scotchlite™ 9500 Series Reflective Materials are compliant to NFPA 1971, 1951, and 1977, current editions. All trim shall be secured to the shell with four rows of lock stitching – no exceptions.

COMPLY_____ EXCEPTION_____

xx. 7" long, two-layer Nomex® (White) wristlet shall be sewn to the water well. Each wristlet shall have a thumbhole with an approximate opening of 2" in diameter properly set as to align with the wearer's thumb. The two layers of the wristlet shall be sewn together at the thumbhole area and folded over on itself to conceal the stitching.

COMPLY_____ EXCEPTION_____

xxi. Each cuff end shall be reinforced with a 2" wide piece of Main Shell Color Main Shell Material folded in half, approximately one half inside and one half outside and sewn to the shell with two rows of lock stitching.

COMPLY_____ EXCEPTION_____

xxii. A radio pocket constructed of outer shell material and measuring approximately 9"x 3"x2" shall be sewn with lock stitching to the body of each fire fighter's coat. The pocket shall have a flap measuring approximately 3" x 4" and shall close by means of hook and loop fastener tape. Hook and loop shall be sewn with a double needle lock stitch around the perimeter. Each radio pocket and flap shall be lined with a layer of FR Neoprene coated polyester/cotton moisture barrier. Per NFPA requirements, all trim must be continuous; therefore, if the pocket placement interferes reflective trim must be sewn to the pocket.

COMPLY_____ EXCEPTION_____

xxiii. A combination hand warmer /semi-bellows pocket, measuring approximately 9" X 9" X 2" shall be sewn to the jacket on each front panel. Each pocket shall have flaps measuring approximately 3" X 11" and shall close to the pocket by means of hook and loop fastener tape. A hidden hand warmer compartment shall be located under each semi-bellows pocket, with access from the rear of the pocket. The reflective trim shall be sewn underneath each pocket. There shall be a brass drainage eyelets installed in the bottom of the pocket. Reinforcement with Kevlar is used on the interior of the pocket when pocket is not trimmed.

COMPLY_____ EXCEPTION_____

xxiv. Pockets will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.

COMPLY_____ EXCEPTION_____

xxv. A 1" X 2.5" strap made of black Nomex webbing material shall be bartacked at each end to the shell. The clip will be used to house a portable radio external microphone. The strap shall be located on the left side above the radio pocket.

COMPLY_____ EXCEPTION_____

xxvi. A 1" X 2.5" strap made of black Nomex webbing material shall be bartacked at each end to the shell. The clip will be used to house a portable radio external microphone. The strap shall be located on the right side across from the strap on the left side.

COMPLY_____ EXCEPTION_____

xxvii. Each coat shall have a detachable lower hanging name patch. A two-layer starter strip of shell material, approximately 15"x1.5", shall be sewn to the lower rear hem of the coat beneath the reflective trim. The starter strip will have a continuous strip of hook & loop and four snaps to attach the hanging name patch. The name patch shall be 4" in height, approximately 21" wide across the top and taper to 16". The name patch will have corresponding hook & loop and snaps to match the coat starter strip. Each patch shall have the last name of the wearer.

COMPLY_____ EXCEPTION_____

xxviii. Sewn lettering will be placed on the garment for the purpose of identification just above the upper trim on the back in a straight line. The lettering shall be 3" Scotchlite letters "RESCUE"

COMPLY_____ EXCEPTION_____

xxix. Sewn arched lettering will be placed on the garment for the purpose of identification on the upper yoke. The lettering shall be 3" Scotchlite letters "AIRPORT"

COMPLY_____ EXCEPTION_____

xxx. SIZING

Coat sizing shall run in 2" increments for chest, 1" increments for sleeve length, and 1" increments for length of coat. The coat shall have custom patterns to fit different body types through flaring out the bottom of the coat or making the middle of the coat slimmer.

COMPLY_____ EXCEPTION_____

Year 1 \$ _____ **Each**

Manufacturer/Brand _____

Estimated Time needed for delivery: _____ **DARO**

Specify proposed alternate/Exception justification: _____

B. Item 2: PANT SPECIFICATIONS

i. NFPA Compliance

All materials and construction will meet or exceed the NFPA 1971 standard, current edition for structural fire fighters protective clothing. All components used in the construction of these garments shall be tested for compliance to NFPA 1971, current edition by Underwriters Laboratories (UL). UL shall certify compliance to that standard. All garments shall carry the UL certification label. The outer shell and liner of each protective garment shall have a garment label permanently and conspicuously attached to the outer shell and thermal liner upon which the following statement shall be printed legibly on the product label. All letters shall be at least 2.5 mm (0.10") high. The following label shall be sewn to the jacket outer shell: "THIS STRUCTURAL FIRE FIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION." Once NFPA 1970 is adopted, the coat shall meet or exceed the new standard and be labeled as such.

COMPLY___ EXCEPTION_____

ii. Pant Construction

The pant outer shell and liner system shall be constructed of seven body panels consisting of two front panels, four back panels and a large seamless crotch panel. The pant rise shall be approximately 14" (graded according to size). The body panels shall have an Active Posture design with a noticeable natural bend at the knee. The outer shell and liner shall have four darts - two above and two below the natural bend of the knee along the side seams to permit an unrestricted range of motion when the knee is bent. All seams joining the body panels shall be felled and double needle lock stitched. The stitch type shall be 301, double lock stitch, as defined by Federal Standard 751a and seam type LSC-2 as defined by Federal Standard 751a, ensuring that all stitches penetrate four layers of cloth at the joining. All seams shall be sewn with an average of nine stitches per inch. All thread shall be 100% Nomex® Tex 80 thread. No chain stitching shall be allowed due to the chance of unraveling if one stitch is broken.

COMPLY___ EXCEPTION_____

iii. Waistband

Each pant shall have a separate waistband of shell and moisture barrier material bound together by Neoprene coated poly-cotton binding tape. The waistband shall be lock stitched to the shell along the top of the waistline. The liner shall be secured under the waistband by means of nickel coated brass snap fasteners. The position of the male snap portion on the liner shall be in exactly the same location on similar liner sizes as the female snap portion on the waistband of similar shell sizes. The use of a waistband is necessary to deter the wearer from accidentally placing the foot between the shell and liner when donning the pants and it does not allow foreign objects that could cause damage to enter the pants between shell and liner.

COMPLY___ EXCEPTION_____

iv. Sealed Moisture Barrier Seams

All moisture barrier seams shall be sealed with a minimum 7/8-inch wide sealing tape. One side of the tape shall be coated with heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive is to be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers designed for that purpose.

COMPLY___ EXCEPTION_____

v. Outer Shell/Liner Assembly Attachment

The pant liner shall be secured to the outer shell by means of nickel coated brass snap fasteners; snaps to be placed on waistband around waist of pant. The male snap portion on the liner shall be positioned to correspond to the female snap portion on the shell based on the size of the garment. Two male snaps shall be positioned at each liner pant

cuff to align with the two female snaps attached to fabric tabs bartacked inside the outer shell pant cuffs.

COMPLY___ EXCEPTION_____

vi. Thermal Liner Inspection Opening

A 14" wide inspection opening shall be placed on the right side waist of the pant. 3/4" x 15" Hook fastener shall be sewn to the edge of the thermal liner and 3/4" x 15" loop fastener shall be sewn to the edge of the moisture liner. The hook and loop shall be aligned and bound. The start and end of the binding shall overlap the hook & loop 1/2" and bartacked for reinforcement.

COMPLY___ EXCEPTION_____

vii. Standard Knee Enhancements

The knee area shall be thermally enhanced with a fourth and fifth layer of protective material in addition to the already present three layers of shell, thermal and moisture barriers. 7" X 9" patches of Neoprene coated poly cotton and thermal lining materials shall be sewn to the thermal liner at the knee area to provide padding and enhanced thermal protection as necessary exceed NFPA 1971 CCHR requirements.

COMPLY___ EXCEPTION_____

viii. Hook & Loop

All hook & loop shall have a finished edge to prevent fraying and unraveling and shall be secured using double needle lock stitching.

COMPLY___ EXCEPTION_____

ix. The outer shell shall be TECGEN71, a rip-stop twill weave, 60% Kevlar/22% Nomex/18% TECGEN fabric with an approximate weight of 6.5 ounces per square yard, treated with a PFAS free water repellent finish. Color shall be Gold.

COMPLY___ EXCEPTION_____

x. The STEDAIR® 4000 moisture barrier material shall be a 5.5oz/yd² two layer laminate comprised of an enhanced bicomponent membrane and 3.2 ounce per square yard Nomex® IIIA woven pajama check substrate. The enhanced bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene) matrix having a continuous hydrophilic (water loving) and oleophobic (oil- hating) coating that is impregnated into the matrix. The moisture barrier shall meet and exceed all requirements of NFPA 1971-2018 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance and provides excellent total heat loss (THL) and thermal protective performance (TPP).

COMPLY___ EXCEPTION_____

xi. The thermal liner shall be 5.6 oz/yd² MPG S000108002 CoreCXP™ 1L, consisting of 3.3 osy 93% Meta-aramid/5% Para-aramid/2% antistat in a plain weave fabric with pure softener finish quilted, using 100% aramid thread, to 1 layer of 2.3 osy of 100% aramid spunlace.

COMPLY___ EXCEPTION_____

xii. Each pant shall receive 1" wide X 4" long, shell material loops bar tacked to the outer shell along the waistline with Nomex® thread. There shall be two horizontal loops on the front of the pant and two horizontal loops on the rear.

COMPLY___ EXCEPTION_____

xiii. Each pant will be supplied with suspenders attached. The H-back style black padded suspender shall be made of 2" non-stretch webbing. The padding shall have a piece of anti-slip tape sewn to the padding. The suspender shall be equipped with a Cyberian Cam lock. This thermoplastic buckle has a cam mechanism that allows the suspender length to be adjusted when open. The suspender webbing is thread through the cam lock in a means to open and adjust the suspender length. A 2.5" wide thermoplastic "D" is sewn to the end of the webbing for ease of adjustment. When in the closed position the cam lock shall lock firmly into position to prevent slippage on the adjusted suspender. The suspender shall be affixed with hook and loop fastener tape allowing for removal and replacement. No suspender rivets or metal clip ends shall be permitted.

COMPLY___ EXCEPTION_____

xiv. Each pant shall have an external fly flap constructed of one layer of quilted Nomex® batt and one layer of moisture barrier sandwiched between two layers of outer shell material. The fly flap shall be a continuous part of the front body panel beginning at the waist and extending down to a depth of approximately 12". The flap shall be approximately 3-1/2" wide at the top, tapering down to width of approximately 2" at the bottom where it shall be triple bar tacked to the outer shell for strength and durability. The flap shall be a part of the pant closure system, which shall be: Inner Woven Hook & Loop/Outer Hook & Dee - A strip of pile fastener tape sewn to underside of the fly flap shall correspond to a strip of hook fastener tape sewn to the front panel of the outer shell. Both pieces of hook and loop shall be sewn with double needle lock stitching. A D-ring shall be installed with leather backed rivets at the top of the fly flap to engage a leather-backed 3-point snap hook that is attached to the top right front panel.

COMPLY___ EXCEPTION_____

xv. The trim material shall be 3M™ Scotchlite™ Reflective Material - Fluorescent lime-yellow with silver stripe. All 3M™ Scotchlite™ 9500 Series Reflective Materials are complaint to NFPA 1971, 1951, and 1977, current editions. All trim shall be secured to the shell with four rows of lock stitching – no exceptions.

COMPLY___ EXCEPTION_____

- xvi. Retro-reflective trim shall encircle the pant leg on the shell 3" above the cuff.

COMPLY___ EXCEPTION_____

xvii. The knee area shall have an exterior reinforcement of one layer Black PCA (Polymer Coated Aramid) and be padded behind the reinforcement with one layer of FR closed cell foam that is encased between layers of moisture barrier - providing a minimum CCHR rating of 200 seconds. The reinforced knee pad shall be sewn into the side seams of the pant thus graded in width according to pant waist size and be approximately 11" high. The bottom seam of the pad shall not have an exposed seam. The pad shall be pre-bent to the natural contour of the knee through incorporation into darts in pant design.

COMPLY___ EXCEPTION_____

xviii. The pant leg cuffs shall be tapered approximately 1" shorter in the rear than in the front to reduce the chance of wear. Each cuff end shall be reinforced with a 2" wide piece of Black PCA (Polymer Coated Aramid) folded in half, approximately one half inside and one half outside and sewn to the shell with two rows of lock stitching.

COMPLY___ EXCEPTION_____

xix. A bellows pocket, measuring approximately 9" X 9" X 2", shall be double stitched to the garment on each front side of the legs. A continuous layer of Kevlar twill shall be sewn to the outer shell, 2" up from the bottom of each pocket to provide optimal strength when carrying small tools. Two rust resistant brass drainage eyelets shall be installed in the bottom of each pocket to provide the drainage of water. The pocket flaps shall be constructed of outer shell material. The pocket flaps shall be closed by means of hook and loop fastener tape. The upper corners of each pocket shall be bartacked for reinforcement.

COMPLY___ EXCEPTION_____

xx. Pockets will have 2 layers of 1/2" wide foam, the width of the pocket at the end of the pocket flap so that a gloved hand can easily grip the flap and open pocket.

COMPLY___ EXCEPTION_____

xxi. A take-up strap constructed of Nomex® webbing and utilizing thermoplastic buckle shall be attached to the to the outer shell at each hip with a buckle. Each take-up strap shall employ a postman slide for adjustment and pull forward to tighten.

COMPLY___ EXCEPTION_____

xxii. SIZING

Pant sizing shall run in 2” increments for the waist, and 1” increments for the inseam. The pant shall have custom patterns to fit different body types through making the hip area larger, longer fly opening, and custom leg sizes.

COMPLY___ EXCEPTION_____

Year 1 \$ _____ **Each**

Manufacturer/Brand _____

Estimated Time needed for delivery: _____ **DARO**

Specify proposed alternate/Exception justification: _____

C. Item 3: STRUCTURAL FIREFIGHTING HELMET

i. General

Helmets for Structural Firefighting shall meet or exceed NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting and Proximity Fire Fighting, (Pertaining to Structural Fire Helmets). Certification/verification shall be furnished by written documentation supplied by a recognized independent third party test laboratory.

Helmets conforming to this specification are designed to help protect the firefighter from head and neck injuries related to structural firefighting activities. The helmet manufacturer shall be a certified ISO 9001 company to assure quality procedures and production capabilities.

COMPLY___ EXCEPTION_____

ii. Physical Configuration

The basic helmet shall be a flared, rear-brim design with a length of 15-5/8”, a width of 12” and a height of 7”.

COMPLY___ EXCEPTION_____

iii. Shell

The shell shall be comprised of a composite fiberglass with a thermoset fire-retardant resin. Color pigment shall be added to the resin as part of the manufacturing process that

molds the helmet to maintain appearance by masking chips and scratches that might occur in daily wear and tare. The shell finish shall be available in matte: white, yellow, red, and black. The edge of the composite shell shall have an aluminum reinforced, elastomeric edge beading that is secured at the rear of the brim by a brass clip and D-ring fastened by a brass rivet. The edge beading shall not melt, drip, or ignite when tested to NFPA 1971 Section 8.6 Heat Resistance requirement.

COMPLY___ EXCEPTION_____

iv. Leather Front & Holders

A stamped, embossed, brass sheet front shall be provided in the form of an eagle to be attached by two solid brass bolts and nuts. The beak of the eagle shall be formed to hold the top of a leather identification shield. Two brass support arms shall fork and extend downward from the eagle head 3-1/2" from the tip of the eagle beak to form the lower supports for attachment of the leather identification shield. An arched brass bar shall be attached to the two lower support arms of the eagle to form a cross bar support. An 8-32 threaded hole shall be provided at the lower support arms of the eagle to accept the two brass screws which hold both the cross-bar support and the leather identification shield.

COMPLY___ EXCEPTION_____

v. Impact Liner System

The impact liner shall consist of a urethane foam liner covering a black heat resistant nylon inner shell with a Heat Deflection Temperature >180°C for ASTM D648, 0.45 MPa. The urethane foam liner shall be formed without the use of CFCs to eliminate the potential for additional expansion when subjected to heat during actual use. The black inner shell shall have four 1" x 3" pieces of adhesive-backed hook material attached, two to each side, to secure the ear/neck protector at the sides of the inner shell.

COMPLY___ EXCEPTION_____

vi. Crown Strap Suspension System

The crown strap suspension system shall be three 3/4" nylon web straps attached to six nylon keys. The keys shall be locked into the lip of the inner shell. a 3/4" piece of adhesive-backed Velcro® hook material attached at the center rear of this component to secure the rear portion of the ear/neck protector.

COMPLY___ EXCEPTION_____

vii. Ratchet Headband

The helmet shall have a quick-adjustment sizing capability by means of a ratchet adjustment system attached to a heat-resistant nylon headband. The headband shall be attached to the inner shell by four black acetal buttons which connects to two "U"-shaped thermoplastic adjustment components at the front and rear of the headband. These mechanisms shall allow the wearer six (6) unique combinations of pitch and ride height adjustments at both the front and rear of the headband for a total of thirty-six (36) discrete adjustment settings. The headband height adjuster shall permit at least 1" of travel by

means of three height adjustment keys for proper fit. This adjustment shall not affect the height of the helmet on the firefighter's head. The rear adjustment component shall have a 3/4" piece of adhesive-backed Velcro® hook material attached at the center rear of this component to secure the rear portion of the ear/neck protector.

COMPLY___ EXCEPTION_____

viii. Brow Pad

The headband shall be supplied with a fire retardant (FR) cotton brow pad sewn around the perimeter, backed with foam cushion padding material at the forehead, that is removable for laundering and replacement. Attachment to the headband with stitching will not be permitted.

COMPLY___ EXCEPTION_____

ix. Chinstrap

The chinstrap shall be two pieces of 3/4" black Nomex® webbing with a super tough nylon quick release buckle and a chrome-plated postman's slide fastener. The male side of the quick-release buckle shall be anchored to the right side of the outer shell with a dielectric anchor block with dog-bone washer secured to the mounting bracket with two stainless steel screws seated in thermoplastic sleeves. For helmets with internal integrated visor, the chinstrap shall be secured on each side with three stainless steel screws: the front two screws attaching with a dielectric anchor block, the rear screw secured via acorn nut. The long portion of the chinstrap with the female side of the quick-release buckle and the postman's slide fastener shall be attached to the left side of the outer shell in the same manner. When the chinstrap is connected and fully extended, maximum length shall be at least 24" when measured from one anchor block to the opposite anchor block.

COMPLY___ EXCEPTION_____

x. Ear/Neck Protector

The ear/neck protector shall consist of a 6 oz. rip-stop Nomex outer shell backed with three layers of FR cotton flannel for comfort and protection. A 1" strip of loop material shall be stitched in one continuous band across the top of the outer shell of the ear/neck protector for attachment to the inner shell. When properly attached to the inner shell of the helmet, the ear/neck protector shall have the following minimum coverage to the sides and rear of the helmet brim:

1. 6" from the sides of the helmet brim at the chinstrap.
2. 6-1/2" from the center rear of the helmet brim.

COMPLY___ EXCEPTION_____

xi. Eye Protection

Face shield

The face shield shall be a hard-coated polyarylate material 4" x 15" that is molded in the formed position and designed to fit the contour of the helmet brim.

xii. The face shield shall be certified to meet the optic requirements of ANSI/ISEA Z87.1 Standard for Eye and Face Protection. This certification shall be in addition to compliance with NFPA 1971 requirements for heat and impact performance. The face shield shall be mounted to the brim of the outer shell by a glass-reinforced, flame resistant, nylon handwheel/stainless steel threaded stud attached to a brass T-nut which is supported by washer and mounting bracket. The face shield hardware shall be tested to NFPA 1971 Flame Resistance Test. The mounting bracket shall be secured to the brim of the outer shell by the chinstrap screws.

COMPLY___ EXCEPTION_____

xiii. Retro-reflective Trim

The outer shell shall have 8 pentagon-shaped, fluorescent lime-yellow/silver triple trim, retro-reflective markings equidistantly located around the circumference of the dome. The reflective materials shall be glass bead based to maximize the resistance to heat exposure experienced in firefighting. Vinyl-based reflective materials will not be considered equal

COMPLY___ EXCEPTION_____

xiv. Weight

Helmets with External Face shields

Basic configurations of helmets with externally mounted face shields shall weight less than 3.90 lbs. (62.4 oz.). In addition to the face shield, these configurations shall include: composite outer shell, retro-reflective trim, edge beading with D-ring, leather front holder, impact liner system, headband and suspension system, chinstrap, and Ear/Neck Protector.

COMPLY___ EXCEPTION_____

xv. Warranty

The manufacturer shall warrant to the original purchaser that the firefighter helmet is free of defects in materials and workmanship under normal use and service for a period of five (5) years from the date of manufacture on the helmet shell and lifetime (as defined in NFPA 1851: 10 years) warranty on the non-electronic components.

COMPLY___ EXCEPTION_____

Year 1 \$ _____ **Each**

Manufacturer/Brand _____

Estimated Time needed for delivery: _____ **DARO**

Specify proposed alternate/Exception justification: _____

D. Item 4: STRUCTURAL FIREFIGHTING BOOTS

i. NFPA Compliance

All materials and construction will meet or exceed the NFPA 1971 standard, current edition for structural fire fighters protective clothing. All materials and construction shall be tested for compliance to the aforementioned standards by Underwriter's Laboratories, Inc., (UL). UL shall certify compliance to the standards. All boots shall carry the UL certification label. The boots shall be manufactured by an ISO 9001 certified company in United States of America.

COMPLY___ EXCEPTION_____

ii. Leather Upper

The boot construction shall include a leather upper made from 2.2 mm full grain, silicone tanned, waterproof and flame-retardant bovine leather for increased durability, cut and flame resistance. The front and back of the ankle of the boot shall be constructed with 1.6 mm full grain, silicone tanned, waterproof and flame-retardant textured bovine leather with pleats formed for added flexibility.

COMPLY___ EXCEPTION_____

iii. Moisture/Vapor Barrier

The boot construction shall include a GORE® CROSSTECH® Omaha military footwear barrier system consisting of a waterproof, breathable, antiviral membrane laminated to a polyester tricot and a nylon inner liner to provide protection from liquid, viral, bacterial and chemical hazards, while wicking moisture away from the foot.

COMPLY___ EXCEPTION_____

iv. Stroble Bootie Construction

The boot construction shall include a waterproof GORE® CROSSTECH® bootie designed with a flat sole bottom made from a GORE® gasket material. The seams shall be sewn and stitched around the outside circumference of the foot and sealed with GORE® seam tape. The gasket material shall be cemented to the bottom of the boot to prevent liner pull-out.

COMPLY___ EXCEPTION_____

v. Shaft Thermal Barrier

The boot construction shall include a shaft made from 580g poly felt thermal liner positioned between the GORE® CROSSTECH® inner liner and the outer leather with additional cushion at the shin to provide insulation against heat and cold with added cushion and comfort.

COMPLY___ EXCEPTION_____

vi. Foot Cavity Thermal Barrier

The boot construction shall include a foot cavity made from 200g Kevlar®/Nomex® blend thermal liner positioned between the GORE® CROSSTECH® inner liner and the outer leather for added cut-resistance and thermal protection.

COMPLY___ EXCEPTION_____

vii. Protective Toe

The boot construction shall include a #88 composite toe cap compliant to NFPA, CSA, ANSI providing light weight, non-conductive toe protection.

COMPLY___ EXCEPTION_____

viii. 3D Toe Cover

The boot construction shall include a toe cover made from flame and oil resistant, 3D compression molded rubber placed over the leather and the composite protective toe. The boot toe cover will increase the longevity of the boot and provide added traction and slip resistance when in positions where the toe comes into contact with the ground.

COMPLY___ EXCEPTION_____

ix. Puncture Resistant Barrier

The boot construction shall include a Lenzi® puncture-resistant, flexible composite material in the foot bed to provide puncture resistance while allowing for greater movement and dexterity.

COMPLY___ EXCEPTION_____

x. Shank

The boot construction shall include a 5-inch long, $\frac{3}{4}$ wide, triple ridge steel ladder shank to provide comfort and stability when standing on ladder rungs.

COMPLY___ EXCEPTION_____

xi. Internal Heel Counter

The boot construction shall include an internal heel counter made from Poly material, which is heat formed, for better fit and increased longevity of the internal heel cup.

COMPLY___ EXCEPTION_____

xii. External Heel Counter

The boot construction shall include an external heel counter made from 3D molded, oil, flame and abrasion resistant rubber for increased longevity of the external heel

COMPLY___ EXCEPTION_____

xiii. Pull-on Holes

The boot construction shall include fully integrated pull-on holes reinforced with a double layer of leather sewn together with Kevlar® thread. The holes shall be of ample size enabling the wearer to use efficiently when wearing fire gloves.

COMPLY___ EXCEPTION_____

xiv. Reflective Trim

The boot construction shall include reflective piping imbedded in the seams for increased nighttime visibility.

COMPLY___ EXCEPTION_____

xv. Thread

The boot construction shall include seams sewn with Tex 135 & Tex 90 filament Kevlar® thread for flame resistance, strength and durability.

COMPLY___ EXCEPTION_____

xvi. Cement Cup Sole

The boot construction shall include a compression molded, Vibram® FIRE&ICE™ rubber compound sole for slip resistance, flame resistance, flexibility, comfort and durability in both hot and cold conditions.

COMPLY___ EXCEPTION_____

xvii. Heat Shield at Vamp

The boot construction shall include an extra layer of thermal liner in the vamp area for added protection against radiant heat.

COMPLY___ EXCEPTION_____

xviii. Removeable Sock Liner

The boot construction shall include a custom fit, removable 3-layer sock liner:

1. The first layer of the sock liner shall be made from a nano-printed, moisture wicking, anti-microbial material to wick away moisture, prohibit bacterial growth

- and increase circulation in the foot and leg during prolonged use.
2. The second layer of the sock liner shall be made from EVA memory foam that conforms to the wearer's foot adding comfort and support.
 3. The third layer of the sock liner shall be made from Polyurethane for shock absorption.

Under the sock liner, there shall be Silicone gel placed at the ball of foot and heel to absorb and disperse energy created by a heel strike or push off from the ball of the foot.

COMPLY____ EXCEPTION_____

- xix. Extended Size Range

COMPLY____ EXCEPTION_____

Year 1 \$ _____ **Each**

Manufacturer/Brand _____

Estimated Time needed for delivery: _____ **DARO**

Specify proposed alternate/Exception justification: _____

E. Item 5: STRUCTURAL FIREFIGHTING LEATHER GLOVES

- i. NFPA Compliance

All materials and construction will meet or exceed NFPA Standard 1971, current edition, and/or OSHA for structural fire fighters protective clothing. All components used in the construction of these gloves shall be tested for compliance to NFPA 1971, current Edition by Safety Equipment Institute, (SEI). SEI shall certify compliance to that standard. All gloves shall carry the SEI certification label. Once NFPA 1970 is adopted, the coat shall meet or exceed the new standard and be labeled as such.

COMPLY____ EXCEPTION_____

- ii. Construction

The outer layer shall be made of all natural animal hides to provide the best combination

of durability and thermal protection.

COMPLY____ EXCEPTION_____

iii. Design

Glove shall be a three dimensional glove using forchettes on both sides of all four fingers. The thumb shall be “inset” style, constructed with two panel design allowing full rotation. The thumb shall be oriented to allow gripping with the thumb and forefinger to be on the thumb face and not on the thumb side seam. Glove pattern shall include the DexFlex™ design which has pre-bent fingers that more closely mimics the natural ergonomics of the hand. To provide maximum dexterity and tactility, glove shall have a rollover fingertip design that has no horizontal seams in the outer shell (leather) at the fingertips.

COMPLY____ EXCEPTION_____

iv. Reinforcements

For added durability and compressive heat resistance, glove shall have both a knuckle guard across the back of the hand as well as a palm guard across the palm of the hand. Both the knuckle guard and palm guard must be at least 1 ½” wide and must extend across the entire width of the hand.

COMPLY____ EXCEPTION_____

v. Liner Retention System – Liner Loc™

Glove liner must utilize the Liner Loc™ system to attach thermal and moisture barriers to each other and to the outer shell. This system allows for full retention of the liner in place and prevents glove liner inversion while maintaining the integrity of the moisture barrier. The moisture barrier shall be permanently bonded to a self-adhesive tab that is set using both temperature and pressure to adhere the two materials together. Once permanent adherence has been achieved, tab shall be sewn to the major seams of the glove outer shell in seven (7) separate locations:

1. Across the thumb
2. Across the first finger
3. Across the middle finger
4. Across the ring finger
5. Across the pinky finger
6. At the wrist under the thumb
7. At the outside base of the hand just above the wrist

The moisture barrier shall be attached to the outer shell on the palm side of the glove. The thermal liner and moisture barrier shall be attached in the exact same manner as above only the attachment shall be on the back side of fingers/hand so as not to create unnecessary bulk in the palm side of the glove. All tabs shall be attached and sewn using Nomex® thread. On attachment points 1-5 above, no liner materials are to be attached at the tips of the fingers as this causes loss of tactility. The liner retention system must attach across the entire finger near the base of the fingernail.

COMPLY____ EXCEPTION_____

vi. Materials

1. Palm and palm guards shall be black 2.75 – 3oz cowhide suede
2. Knuckle guard shall be “soft tan” black 2.75 – 3oz cowhide suede
3. Back of glove shall be “soft tan” black 2.5 – 2.75oz cowhide full grain
4. Forchettes shall be “soft tan” black 2.5 – 2.75oz cowhide full grain
5. Thermal lining shall be interlock knit Nomex® 9oz. Glove shall have one layer on palm side and two continuous layers on back of hand extending all the way down to the tip of the fingers.
6. Moisture Barrier shall be Porelle FR, one layer of breathable PTFE
7. Thread shall be Kevlar® on outer shell and Nomex® on liner
8. If Knitwrist version-Knitwrist shall be Nomex® w/Spandex

COMPLY____ EXCEPTION_____

vii. Testing performance

All TPP testing must be above the NFPA testing limit of 60+ TPP on full palm and back of hand, not just at the reinforced knuckle and palm areas. The glove palm shall be tested for conductive heat resistance and shall have a second-degree burn time of not less than 20 seconds in the dry condition. The glove back of hand shall be tested for transmitted stored thermal energy and have a second-degree burn time of not less than 190 seconds.

COMPLY____ EXCEPTION_____

viii. Sizes/Styles

Gloves shall be available from XS-3X in standard size and S-2X in Cadet size (shorter fingers).

COMPLY____ EXCEPTION_____

Year 1 \$ _____ **Each**

Manufacturer/Brand _____

Estimated Time needed for delivery: _____ **DARO**

Specify proposed alternate/Exception justification: _____

F. Item 6: STRUCTURAL FIREFIGHTING NOMEX HOODS**i. NFPA Compliance**

The hood shall be certified to NFPA Standard 1971-2018 for Particulate Blocking Hoods. Once NFPA 1970 is adopted, the coat shall meet or exceed the new standard and be labeled as such.

COMPLY____ EXCEPTION_____

ii. Particulate (Carcinogen) Blocking

The hood shall incorporate a particulate blocking media that has a filtration efficiency of at least 90% for each particle size ranging from 0.1 to 1.0 microns.

COMPLY____ EXCEPTION_____

iii. TPP and THL

The THL and TPP of the 3-layer composite shall be 388 and 37, respectively.

COMPLY____ EXCEPTION_____

iv. Construction

The hood shall be constructed with flatlock seams. The face opening shall be formed of ½ inch elastic sewn between the layers. The hood shall be constructed to the following minimum sizes: Top of crown to end of back 22". Top of crown to end of front 23". Top of crown to the shoulder notch 18". Width at neck 12".

COMPLY____ EXCEPTION_____

v. Design

Hood shall be a 3- layer design containing a traditional center head panel and 2 seams on each side of the panel for added comfort and for ease of donning and doffing. The 5 panels allow for improved fit as well providing a proper seal with the SCBA. The particulate blocking media shall provide full coverage throughout the hood including the neck, ears, jaw line, side and top of head, and shall also fully extend to the SCBA interface and bib.

COMPLY____ EXCEPTION_____

vi. Sizing

The hood shall be offered in three sizes to fit a range of head circumferences.

COMPLY____ EXCEPTION_____

vii. Materials

The hood shall consist of 2 layers of 6.0osy PBI / Lenzing knit and 1 layer Nomex® Nano Flex particulate blocking media. The Nomex® Nano Flex shall be laminated

between the two layers of PBI / Lenzing knit. The color of the hood shall be tan.

COMPLY____ EXCEPTION_____

viii. Labeling

The hood shall include a sewn-in label with information required by NFPA 1971, current edition and include a barcode for tracking/traceability purposes. The label material shall meet the requirements of NFPA 1971, current edition. Once NFPA 1970 is adopted, the coat shall meet or exceed the new standard and be labeled as such.

COMPLY____ EXCEPTION_____

Year 1 \$ _____ **Each**

Manufacturer/Brand _____

Estimated Time needed for delivery: _____ **DARO**

Specify proposed alternate/Exception justification: _____

G. Item 7: STRUCTURAL FIREFIGHTING EXTRICATION GLOVES

i. NFPA Compliance

All materials and construction will meet or exceed NFPA Standard 1951, current edition. All gloves shall have a UL label in accordance with NFPA 1951, current edition.

COMPLY____ EXCEPTION_____

ii. Design

Glove shall be a three dimensional glove using forchettes on both sides of all four fingers. The thumb shall be "Keystone" style, constructed with two panel design allowing full rotation. The thumb shall be oriented to allow gripping with the thumb and forefinger to be on the thumb face and not on the thumb side seam. Glove pattern shall include a design which has pre-bent fingers that more closely mimics the natural ergonomics of the hand. To provide maximum dexterity and tactility, glove shall have a rollover fingertip design that has no horizontal seams in the outer shell (leather) at the fingertips.

COMPLY____ EXCEPTION_____

iii. Reinforcements

For added durability and impact protection, glove shall have both a knuckle guard across the back, finger guards on the back of the fingers as well as a palm guard across the palm of the hand. Both the knuckle guard and palm guard must be at least 1 ½” wide and must extend across the entire width of the hand.

COMPLY____ EXCEPTION_____

iv. Materials

1. Palm shall be black 650 gsm para-aramid coated with silicone
2. Palm guards shall be black 1.0 mm thick full grain cow
3. Knuckle guard shall be impact and heat resistant silicone
4. Back of glove shall be black 0.9 mm thick pig skin
5. Forchettes be black 0.9 mm thick pig skin
6. The index and thumb finger tips shall be black 0.8 mm thick goat skin
7. Remaining finger tips shall be 0.9 mm thick pig skin
8. Thermal lining shall be 300 gsm steel reinforced Kevlar®
9. Wristlet material shall be black 270 gsm blend of OPF and Kevlar®

COMPLY____ EXCEPTION_____

v. Testing performance

Glove shall meet or exceed ANSI-ISEA 105 2016 edition Cut Level A8, Puncture Level 4, and Abrasion Resistance Level 5

COMPLY____ EXCEPTION_____

Year 1 \$ _____ Each

Manufacturer/Brand _____

Estimated Time needed for delivery: _____ **DARO**

Specify proposed alternate/Exception justification: _____

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