

# City of Broken Arrow



## INVITATION TO BID

**Bid Number: 13.172**

**Fire Bunker Gear**

### SUBMIT PROPOSALS

**By 3:30 p.m. (Local Time) July 2<sup>nd</sup>, 2013 to:**

**The City of Broken Arrow Purchasing Division  
P.O. Box 610  
1700 W. Detroit (East Building)  
Broken Arrow, Oklahoma 74013  
(918) 259-8373**

**Bid Openings Are Held At the Broken Arrow Operations Office Building  
485 North Poplar, Conference Room C107  
Broken Arrow, Oklahoma 74012**

**ALL BIDS MUST BE TURNED IN BY THE ABOVE STATED TIME AND TO THE ABOVE STATED ADDRESS. ANY BID NOT RECEIVED AT THE ABOVE ADDRESS ON OR BEFORE THE STATED TIME WILL BE REJECTED. THERE ARE NO EXCEPTIONS.**

**Local time shall mean the time indicated on the Purchasing Division's computers as set by "Coordinated Universal Time -6 hours"**

**Bidders Are Expected To Examine The Solicitation, Statement Of Work, Specifications, Instructions, And All Amendments. Failure to do so will be at the Bidder's Risk.**

**All Manufacturers, Suppliers Or Contractors Are Encouraged To Bid.**

## **Fire Bunker Gear**

The City of Broken Arrow invites sealed bids for Fire Bunker Gear, in accordance with the provisions, specifications and bidding instructions set forth in this invitation for bid. Bids will be received by the Purchasing Division at **1700 W. Detroit**, Broken Arrow, Oklahoma, July 2<sup>nd</sup>, 2013 until 3:30 p.m. local time. Bids will be publicly opened and read aloud on July 3<sup>rd</sup>, 2013 at 10:30 a.m. at the Broken Arrow Operations Office Building, 485 North Poplar, Conference room C107 Broken Arrow, OK **Late bids will not be considered.**

**To be considered, your bid must be submitted on a copy of this Invitation to Bid.** Bidders shall sign this form in the space provided on the "Terms" and "Signature Sheet" and return bid documents to: The City of Broken Arrow, Purchasing Division, 1700 W. Detroit. If mailed, mail to P.O. Box 610, Broken Arrow, Oklahoma 74013. **Bid documents must be returned in a sealed envelope. Mark outside of an envelope with Invitation for Bid Number 13.172 and opening date of bid (July 3<sup>rd</sup>, 2013).**

### **GENERAL PROVISIONS FOR INVITATION TO BID**

#### **GP-1 Definitions**

- (a) ITB means Invitation to Bid
- (b) Release means purchase order issued against the specified contract
- (c) Solicitation means an Invitation to Bid
- (d) City means the City of Broken Arrow

#### **GP-2 Explanation to Bidders**

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

#### **GP-3 Type of Contract**

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

#### **GP-4 Preparation of Bids**

- (a) Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- (d) Unit price shall be entered on the form provided or a copy thereof.
- (e) If the supplier wishes to bid "all or none" this must be clearly shown on the bid.
- (f) Recipients of this solicitation not responding with a bid shall return only the "Statement Of No Interest"

#### **GP-5 F.O.B. Destination**

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until

accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

#### **GP-6 Amendments to Invitation to Bid**

- (a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents

#### **GP-7 Oral Agreements**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

#### **GP-8 Submission, Modification, or Withdrawal of Bids**

- (a) Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, P.O. Box 610, Broken Arrow, Oklahoma 74013 or if hand delivered, deliver to the office of the Purchasing Division, 1700 W. Detroit, Broken Arrow, Oklahoma. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- (b) The Purchasing Division will open sealed bids at the time and place specified.
- (c) Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- (d) Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.

#### **GP-9 Bid Compliance**

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. **A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.**

#### **GP-10 Evaluation and Award**

- (a) The City shall evaluate bids in response to this solicitation and will award a contract to the bidder whose bid is determined to be the lowest responsive, responsible bid.
- (b) The City may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The City reserves the right to accept by item, groups of items or by the total bid.
- (d) The City may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

#### **GP-11 Notice of Award**

Notice of award letter or purchase order resulting from this ITB will be furnished to each successful bidder and shall result in a binding contract without further action by either party. It shall be the successful bidder's responsibility to reproduce and distribute copies to all authorized dealers listed in your bid response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of the Purchasing division.

#### **GP-12 Termination of Contract**

- (a) This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.

- (b) The City may cancel with just cause upon written notification to vendor
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

### **GP-13 Extension of Contract**

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

### **GP-14 Ordering**

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

### **GP-15 State and Federal Taxes**

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

### **GP-16 Contractor Invoices**

- (a) The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract. Invoices shall contain the contract number (if applicable) and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment. If the bidder wish to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- (b) In cases of partial delivery the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

### **GP-17 Prompt Payment Discounts**

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

### **GP-18 Gratuities**

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

### **GP-19 Bid Conformity**

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contract requirements.

## **GP-20 Warranty**

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

## **GP-21 Conflict of Interest**

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the suppliers firm or any of its branches.

## **GP-22 Patents and Royalties**

The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow. If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

## **GP-23 Immigration Compliance**

### **I. Contractor:**

- a. has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 ( Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”); and
- b. has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security (“DHS”), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor’s employees; and
- c. has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS’s E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- d. has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor’s employees.

- II. Contractor will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorneys fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor’s failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I above.

## Specifications

The following specifications are intended to define the level of quality and performance of the requested equipment and not to be restrictive. Equipment offered shall be of equivalent dimensions, quality and performance. Bidder offering other equipment shall submit, with their bids, an itemized comparison with this specification documenting equivalence for dimensions, quality and performance. The offered equipment shall provide the following features as noted hereinafter.

### The Following Are Minimum Requirements

#### Broken Arrow Fire Department

#### Specifications for Protective Clothing for Structural Fire Fighting

##### 1.00 GENERAL

- 1.01 It is intent and purpose of these specifications to provide protective coats and trousers for the purpose of structural firefighting.
- 1.02 All manufactured garments shall meet or exceed the requirements described in the current edition of NFPA 1971 *standard on Protective clothing for structural firefighting*.
- 1.03 The manufacturer of the garments will be registered to ISO Standard 9001.
- 1.04 All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to the current edition of NFPA 1971. The label of the third party tester shall denote certification.
- 1.05 Bids will include:
  - 1.0501 Specific details describing the product name and weight/square inch or yard each fabric or material component used in the construction of the garment.
  - 1.0502 The calculated Thermal Protective Performance (TPP) of the garment.
  - 1.0503 The calculated Total Heat Loss (THL) of the garment.
  - 1.0504 The calculated Heat Transfer Index for the knees of the trouser and the shoulder of the coat.
- 1.06 Bidders are to use new material and components in the construction of the specified garments.
- 1.07 The City of Broken Arrow Fire Department reserves the right to request a sample of the specified garment for examination before the award of the bid. The sample will be provided at no charge to the City within ten days after request and will be returned at the bidder's expense. Further, the Broken Arrow Fire Department has the final authority and approval on the bid specifications that are received from all bid proposals. ***The Broken Arrow Fire Department is the sole judge and makes the final decision as to whether or not a product fully meets or exceeds the specifications listed below. This final decision is not appealable by any vendor or manufacturer.***
- 1.08 Each of the specified garments will be made available and provided at one common price per pant and one common price per coat.
- 1.09 Distributor must be willing to send a representative to the City of Broken Arrow for at least one in person fitting at the Broken Arrow Fire training center.
- 1.10 It is the intent of the Fire Department to establish an initial contract for a period no less than 12 months in duration with an option of an additional 12months to run consecutive, for no more than 3 years, if mutually agreed upon.
- 1.11 The renewal of the initial contract may include an increase of cost that is mutually agreed upon by both the City of Broken Arrow and the vendor.

Complies with this section Yes\_\_\_\_ No\_\_\_\_

## **2.0 GENERAL PERFORMANCE REQUIREMENTS & MATERIALS FOR BOTH COAT AND PANTS**

- 2.01 The garment composite, consisting of the outer shell, thermal barrier and moisture barrier will provide a Thermal Protective Performance (TPP) of no less than 40 before washing nor less than 55 after washing when tested in accordance with NFPA 1971.
- 2.02 The garment composite, consisting of the outer shell, thermal barrier and moisture barrier will provide a Total Heat Loss (THL) of no less than 224 W/m<sup>2</sup> when tested in accordance with NFPA 1971.
- 2.03 The garments will be provided with separable liners to allow visual inspection.

### OUTER SHELL

- 2.04 The outer shell material for both the coat and trouser will be 7.25 oz. PBI Gold Plus Matrix®. The color will be natural color.
- 2.05 All outer shell stress points, including top and bottom pocket corners, pocket flaps corners, top and bottom storm flap/fly will be reinforced using a 42-stitch minimum bar tack.

### THERMAL LINER

- 2.06 The coat and pants will use the K7 V-force, or Synergy II 2L or, the Quantum 3D SL2 (2layer), or equivalent thermal liner.

### MOISTURE BARRIER

- 2.07 The coat and pants will use the IsoDri or the CROSSTECH 3-Layer, or CROSSTECH BLACK, or equivalent moisture barrier system.

### REFLECTIVE TRIM

- 2.08 All reflective trim will be sewn with four (4) rows lockstitch 301, minimum (6) stitches/inch for secure attachment to the garment. All trim will be 3" 3M™ Scotchlite™ lime/yellow triple trim set down vertical down flap of firefighter recovery harness.

### LABELING, TRACKING, AND USER INFORMATION

- 2.09 Each garment will be provided with a permanently attached label(s) that are conspicuously attached in English.
- 2.1301 The label will recognize and be in compliance with the NFPA 1971 standard to which the garment is compliant.
  - 2.1302 The label will also include the date of mfg., materials used in construction, and garment size.
  - 2.1303 The label will include a PDF417, two-dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code will contain a minimum of the following information
    - a. unique serial number
    - b. item description (brand, model, material color)
    - c. Lot information (date of mfg, size, etc.)
    - d. material description
    - e. the standard to which the garment is compliant
- 2.10 Each garment will be provided with a User Information Guide with information required by NFPA 1971.
- 2.11 Each garment manufacturer will warrant each garment as being free from any defect in workmanship or any patent material defect during its useful life.

Complies with this section Yes\_\_\_\_\_ No\_\_\_\_\_

### **3.00 COAT CONSTRUCTION**

- 3.01 The preferred coat will be either a Janesville brand V-Force Bi-Swing coat, or Morning Pride Tails System coat, or Globe G-XTREME 2012 coat, or another manufacturer's equivalent structural firefighting coat.
- 3.02 The coats will be available in both male and female size and styles. The Coat WILL HAVE pleated or darted elbows for comfort and mobility that are EXTREMELY PADDED in either BLACK MATRIX, ARASHIELD, DragonHide or an equivalent material.
- 3.03 The coats will be available in even chest sizes with corresponding sleeve lengths.

#### **MOISTURE BARRIER/THERMAL LINER CONSTRUCTION**

- 3.04 The moisture barrier/thermal liner will be designed and constructed to be compatible with the outer shell so that the liner does not buckle, pull or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner will be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner will be secured to the neck of the outer shell collar such that when donning the coat, an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes.
- 3.05 The liner will have one 6 oz. Nomex® internal pocket, measuring approximately 8.5 inches x 8.5 inches, located on the left interior side of the coat.

#### **MOISTURE BARRIER/THERMAL LINER**

- 3.06 The coat liner will be provided with an inspection system. The inspection opening will be approximately 12 inches in length at the center back of the neck separating the thermal barrier and moisture barrier. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There will be one piece ¾ inch x 4 inch FR loop sewn to the back side of the liner system. A corresponding piece of ¾ inch x 4 inch FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell will be provided. This liner inspection system is completely hidden when the liner is properly installed into the outer shell.
- 3.07 The moisture barrier/thermal liner will be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There will be a brass zipper down each front facing, hook and loop along the neck to interface with the collar and one snap at each sleeve end.

#### **COLLAR**

- 3.08 The collar will be constructed so that when the collar is raised it will remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the inside of the collar will be fully lined with one layer of PTFE moisture barrier material and one layer of thermal liner quilted to the innermost outer shell fabric layer for additional comfort. The collar will provide proper interface with the liner to prevent moisture penetration through the collar seam to the inside of the coat.
- 3.09 The collar will be snug fitting and will completely cover the neck and throat area when placed into the raised position. The raised height of the collar will be approximately three inches, with a contoured overlap at the front of the coat. The collar closure will be provided by FR hook and loop 1.5" x 4", with the hook portion sewn on the right side of the collar, and loop portion sewn on the left, set horizontal. The collar will be of such design so as not to interfere with the SCBA face piece or helmet.
- 3.10 When examined prior to donning, the turned-up collar will completely wrap around the front of the neck opening such that the left and right collars touch or overlap to maximize facial protection.



#### HANGER LOOP

- 3.11 An internal hanger loop constructed of a double layer of outer shell material will be provided on the inside of the coat at the collar seam. It will be designed to provide long service and will not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute.

#### THERMAL REINFORCED YOKE

- 3.12 A layer of Semper Dri™ (3 oz. /sq. yd. Teflon® treated Chambray (Nomex® spun) face cloth quilted to araflo/E89™ (total weight of approximately 6.0 to 6.8 oz. /sq. yd.)) will be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It will be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7 inches down, over the tops of shoulders and down the front approximately 4 inches ending at the armhole. (V-force bi-swing).
- 3.13 The added layers of E-89™ will provide a Heat Transfer index of 25 seconds for the shoulder at two psi.

#### SHOULDER CAPS

- 3.14 A 6 inch wide area at the top of the shoulders extending from the shoulder seam to a width of 4 inches at the collar will be capped with an added layer of outer shell material for abrasion resistance and thermal protection.

#### BACK

- 3.15 The coat will have a bi-swing back design that consists of an inverted pleat placed in both the outer shell and thermal/moisture barrier that reduces binding while arms are moving forward.

#### BELLOWS UNDERARMS

- 3.16 Bellows underarm construction will be used in all layers of the coat—outer shell/moisture barrier/thermal liner—ensuring maximum upper body freedom of movement including arm mobility when reaching up and /or forward. Bellows construction will extend to all inner layers of the coat making it possible for the fit and freedom of movement, derived from the outer shell bellows construction, to be passed through the inner layers to the wearer's body.
- 3.17 The outer shell/moisture barrier/thermal liner bellows shoulder construction will consist of an underarm and shoulder bellows of elongated football shape not less than eight inches wide by not less than 15 inches
- 3.18 The sleeve will have an insert throughout all layers, which will provide a natural bend in the sleeve.
- 3.19 The outer shell insert will consist of an added layer of outer shell material.

#### SLEEVE WELL/WRISTLETS

- 3.20 The coat will be provided with the Janesville Wrist Shield System™, or Morning Pride System, or Globe G-XTREME 2012 system, or another manufacturer's equivalent, where the wristlet and moisture barrier travel past the sleeve and extend into the wristlet. This design is intended to minimize exposure to water, steam and flame. 8" isodri over the hand Kevlar/nomex/spandex. Waterwells ever-dri chambray dwr 2 layer araflo e89 quilt/pajama check crosstech with 1" elastic wrist shield. W-well with ¾" loop, male snap, sewn to coat liner sleeves.

#### CUFFS

- 3.21 The cuff of the sleeve will be reinforced with a binding of black split cowhide leather not less than 3" in total width for abrasion resistance and thermal protection. At least 2" of the cuff reinforcement will extend down the interior of the outer shell sleeve with a .75" wide strip of FR hook sewn full circumference to the topside of the cuff reinforcement. For added safety, one female snap fastener will be set in the hook fastener to assist in attaching the outer shell to the moisture barrier/thermal liner.

#### THERMAL FRONT PANEL AND CLOSURE

- 3.22 There will be a continuous thermal and moisture protection around the entire torso including the coat front area beneath the storm flap. To ensure this protection, as well as reduce potential for wicking moisture into the inside of the liner, both the right and left inside facings of the coat outer shell will incorporate outer shell fabric sewn to an additional layer of PTFE vapor permeable film meeting all requirements for moisture barriers, extending from the collar to the hem.
- 3.23 The complete outer shell coat front closure design will consist of a front closure system completely protected by an outside storm flap which will have its own independent storm flap closure system.
- 3.24 A storm flap measuring not less than five inches wide, nor less than 22 inches in length, will be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap will be PTFE vapor permeable film meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.
- 3.25 The front closure will consist of a high durability zipper with a 1-3/4 inch polymer coated aramid tab added to left and right bottom for fast closure and exit. 3/4 inch zipper left loose on both ends for ease of closing. The storm flap closure will consist of 2 inch wide FR hook and loop attachments with FR hook fastener sewn on the left front of the coat, and corresponding FR loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure will extend the full length of the outer storm flap eliminating all exposed frontal hardware.

#### SEMI-BELLOWS POCKETS

- 3.26 Two 9x9x2 inches semi bellow and hand warmer combination PKTE w/6 inch opening on blw side. Kevlar twill becker, hand-warmer lined w/semper dri. 2 pieces 1.5x3inches lp on pkt & 2 pieces 1.5x3inches hk on flp, 2 layers lite-n-dri inside flp corner and PCA tab out.
- 3.27 Each pocket flap will measure 3 inches x 9 inches extending 2.5 inches over each side opening. Pocket flaps will be reinforced at each top corner with a minimum 42-stitch bar tack. A hook and loop closure will be utilized with 1.5 inch x 3 inch hook fastener set vertically to the underside of the pocket flap with corresponding 1.5 inch x 3 inch loop fastener set horizontally on the outside edge of the pocket opening.
- 3.27.1 Velcro/Hook and loop material shall have double reinforced stitching on edges to prevent material from unraveling

#### RADIO POCKET

- 3.28 One 3 inch wide x 9 inch deep full bellows radio pocket that expands to 2 inches with polycotton fully lined all 3 sides inside pocket, 1pc. 1x2 inches loop on pocket and 1pc. 1x2 inches hook on flap, antenna notch on left side wearing coat side of flap with fr enclosure.
- 3.29 Radio pocket will be chest left and bottom of pocket will be set 2inches below trim. 2 inches above pocket will be 1"wide x 3"long lapel mic strap sewn to coat and reinforced X-stitching on both end sides of strap.

#### "D" RING

- 3.30 A "D" ring with a 1 inch opening will be sewn onto the coat directly below the radio pocket. The ring is intended to serve as an attachment point for a glove holder/caddy.

#### FLASHLIGHT STRAP

- 3.31 1x9 inch self-fabric strap with 1 male snap and 1 female logo snap for closure x-stitched to shell. Should be set up with 1 inch by 1' hook and loop instead of snaps. Flashlight will be able to hang by metal loop and be secured with a Velcro strap that encompasses the most used hand light, which is the stream light series. Location will be chest Right and will have a 3.5 x3.5inch reinforced patch that has a clasp/hook sewn to the outer shell centered and reinforced stitching. The patch itself will be sewn starting next to the seam of the flap enclosure of the coat chest right. The fabric strap will be X-stitched in the middle of it and will be located (2) inches below the reinforcement patch that is 3.5 x 3.5 centered, located just atop of the reflective trim.

### REFLECTIVE TRIM AND LETTERING

- 3.32 The coat will be provided with New York pattern reflective trim:
- One 3 inch strip will be set full circumference at the bottom sweep of the outer shell
  - One 3 inch strip will be set around each sleeve approximately 4 inches above the cuff
  - One 3 inch strip will be set around each sleeve just above the elbow
  - One 3inch strip will be set full circumference at the chest.
- 3.33 Letter patches shall be 4inch x18inch 1line letter patch for back yoke 3inch letters. Letter patch shall be black matrix. Lettering patch attachment shall be sewn directly to coat across yoke with 3inch reflective letters sewn to the black matrix panel as follows:

### **BROKEN ARROW is the preferred lettering.**

- 3.34 A full color American Flag will be sewn onto the upper left part of the sleeve centered about 2 inches above the reflective trim.

### DRAG RESCUE DEVICE (DRD)

- 3.35 A firefighter rescue/escape system will be incorporated into the back of the coat. The system will incorporate 2 inch Kevlar® webbing that loops around the person wearing the coat and finishes in a small loop located in the back of the coat near the collar. The small loop is covered by a flap constructed of shell material to prevent accidental deployment. When deployed, the loops become snug against the person wearing the coat and allow a rescuer to drag or otherwise secure the person wearing the coat. Broken Arrow Fire Department would like the DRD to have a 2 inch welt and 5.25 x 2.25 inch flap with a 1 piece 1 x 2 inch loop for harness storage. 2 pieces 1 x 2 inch loop on shell flap closure, 2 pieces 1 x 2 inch hook on flap. 1 piece 1.5 x 2 inch hook on harness. 1 piece 2x2inch loop underneath chest trim for harness storage, 1 pair 1x3.5inch self-fabric straps with 1x2inch hook and loop.
- 3.36 The flap covering the Firefighter Rescue System will be finished with lime/yellow 3M Schotchlite™ reflective trim.

### REMOVABLE NAME PANEL

- 3.37 Each coat will be provided with a 5x18inch contoured 2 layer self-fabric one line letter patch to be attached to the bottom hem of coat. Letter patch will be black matrix attached by Velcro or snaps to hang down to be visible of Firefighters last name while wearing SCBA.
- 3.38 Each coat will include a detachable name panel measuring approximately 5-1/4 inches tall by 22 inches wide constructed of two layers of outer shell material. The sides of the name panel will be tapered inward where the top of the panel will be approximately 22 inches wide, including the width of the FR hook and pile fastener, and the bottom of the panel will be approximately 17-1/2 inches wide.
- 3.39 The name panel will be provided with the hook/snap side of the FR hook and pile fastener and snap studs will be placed in a position that corresponds to those attached to the coat. The panel shall contain in 3inch lime/yellow 3M scotchlite letters on the black matrix 6-12 alpah numeric name characters which will consist of FF last name.

Complies with this section Yes\_\_\_\_\_ No\_\_\_\_\_

#### 4.0 PANT CONSTRUCTION

The preferred pants will be Janesville brand V-force Super Lumbar Pants™, Globe brand, Morning Pride or equivalent, structural firefighting pant. The pant will consist of 2.3 oz. E-89™ Dri quilted to 3.5 oz. Nomex® filament/spun facecloth, (Glide™ or equal). The next layer will be the thermal barrier that will consist of 2.3 oz. /yd.<sup>2</sup> Teflon® treated Nomex® E-89™. Pant will have same type construction and materials used as applicable to coat.

- 4.01 The pants will be available in both male and female sizes.
- 4.02 The pants will be made available in even waist sizes and inseam lengths available in extra short, short, regular, long and extra-long.
- 4.03 The pant will be provided with a REVERSE boot cut. They will also have the extra padded and darted Knee Pads in Black Matrix.

#### MOISTURE BARRIER/THERMAL LINER

- 4.04 The moisture barrier/thermal liner will be designed to be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The waist of the moisture barrier/thermal liner will be secured to the waist of the outer shell such that when donning the pant, a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. The pant will have the same specs as applicable and materials that the coat has.
- 4.05 There will be an opening located on the pant liner system at the right side of the waist separating the thermal barrier and moisture barrier, approximately seven inches in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There will be a polymer coated Kevlar® tab sewn to the liner that should fold over the snap, at the waist liner interface, when installing the liner system into the outer shell. This liner inspection system is completely hidden when the liner is properly installed into the outer shell.
- 4.06 The moisture barrier/thermal liner will be completely detachable from the outer shell for ease of cleaning by using snaps. Nine evenly spaced snaps will secure the liner to the integral waistband; two snaps will be set in leather leg tabs at each leg end.

#### STORM FLY

- 4.07 The outer shell will have an overlapping fly front running the full length of the fly on the left side. The flap will not be less than 2.5 inches wide at the waistband, cut diagonally to the bottom of the fly where it will be reinforced with a 42 stitch bar tack. Also on the outer shell at the top of the storm flap 1.5inches centered and 1 inch in on the flap will have a **D-ring and on the other side adjacent to the d-ring will have a hook system to fasten to the D-ring.**
- 4.08 The storm fly will be held closed along its length by means of a hook and loop fastener closure of no less than 1.5 inches minimum width, along the leading edge for a distance of not less than 6 inches from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, one snap will be positioned at the inside top of the fly. **Pant closure will be provided by #10 brass zipper approximately 12 inches in length.** The storm fly will be constructed of outer shell material, lined with a 3.5 inch strip of Nomex® laminated to a breathable PTFE film to prevent wicking. Pant can also be sewn on pant FLY with PJ Crosstech and Semper Dri, closure zipper inside with 1.5inch hook and loop 3/4inch hook underneath PJ Crosstech for liner attachment . Take Up straps will be 1 pair 1/2inch x 8 1/2inch self-fabric postman take up straps, 2 bartacks each strap and 5/8inch postman slides. Hook and loop material to have reinforced or double stitching on edges to prevent unraveling.

#### LUMBAR SUPPORT

- 4.09 Each pant will have a lumbar support system integrated into the pant. This device will provide mechanical support for the back by generating intra-abdominal pressure without increasing abdominal muscle activity. Components of the lumbar support system include a 6 inch x 8 inch orthopedic, non-absorbent, fire retardant, closed-cell foam pad, elastic webbing, metal adjusters, and pull-tabs. It is understood that every pant

specification that is submitted may or may not have a lumbar supports system as due to patent or patent pending, but all pants will be considered even if there is no applicable way to have the lumbar support system integrated within the pant. It is preferred that there be some type of lumbar system, but will not be the ultimate and sole decision when selecting the bunker pant.

- 4.10 The lumbar support system will be orientated between the outer shell and liner. Each pant front will have two tunnel openings reinforced with polymer coated Kevlar® welts, for durability, spaced 7 inches apart on the front of the pant. Pull-tab will be constructed of black split cowhide leather, 1.5 inches wide x 5.5 inches long will be sewn to two straps of 2 inch wide elastic webbing on each side of the pant. Elastic webbing will be secured to center rear of the pant. When the lumbar support system is deactivated, pull-tabs will be visible on the front of the pants. 1.5 inches wide x 5.5 inches long fastener will be sewn on the underside of each pull-tab to engage the system. Lumbar support system will have 7x 10inch twill reinforcement and lumbar warranty hangtag.
- 4.11 The right elastic straps will each have a 2 inch wide x 5 inch long loop fastener sewn on the underside, while the left elastic straps will have a 2 inch wide x 5 inch long hook fastener sewn on top for engaging the system. The left side of the pant outer shell will have 1.5 inch wide x 3 inch long hook fastener for storage of pull-tab and to help engage system. The right side of pant will have 1.5inch wide x 3 inch long hook fastener for storage of pull-tab and to assist in engaging the system. The foam pad will have one 4 inch long strip of hook fastener to engage two 2 inch wide x 6 inch long strips of loop fastener sewn to the rear of the pant to secure the pad in place.

#### THERMAL FLY

- 4.12 The moisture barrier/thermal liner will be constructed with a 2 inch extension on the left side at the waist of all layers of the fly opening to assure continuous thermal and moisture protection.
- 4.13 At the bottom of the fly opening, this overlap will be further secured by means of a bar tack to prevent gaping at the base of the moisture barrier/thermal liner fly when the wearer is kneeling/crawling. This bar tack will also serve to reinforce the front end of the seat seam if stretched or stressed.

#### WAISTBAND

- 4.14 The waist of the pants will be reinforced on the inside with two plies of outer shell fabric material not less than 1.5 inch in width. The waist will be turned under to provide double material strength with the independent waistband double stitched to the outer shell.

#### RADIAL INSEAM BAND

- 4.15 The pant inseam will incorporate a comfort/mobility design in all layers. This design will eliminate crotch seams, providing for a more comfortable fit while decreasing bunching of materials. Mobility will be gained through this design by increasing leg circumference. This design will reduce restriction of leg movement.
- 4.16 The banded pant insert will run continuously from the top of the mobile knee of one leg, through the crotch, to the top of the mobile knee of the opposite leg.

#### KNEE MANEUVERABILITY AND PROTECTION

- 4.17 The knee will incorporate a comfort/mobility design in all layers. This design will allow for a natural bending motion of the knee. The knee will be black split cowhide leather material and measure in inches across the bottom, not less than seven inches on the sides and gradually increase to twelve inches at the center point at the apex. The apex of the knee will allow for not less than a 1.5 inch bellows at the center. The radial seam will provide a gusset that the knee can fall into when crawling, climbing, bending, kneeling, etc. The bottom of the mobile knee will be placed not less than ten inches from the cuff to fall anatomically correct. Black contoured polymer coated aramid knees.
- 4.18 For added thermal protection, an additional layer of 1/8 inch thick, fire retardant closed-cell foam or silicone, will be positioned between the moisture barrier and thermal liner. An additional two layers of 1/8 inch thick fire retardant closed cell foam will be positioned underneath the black knee reinforcement.
- 4.19 The added layers of fire retardant foam or silicone will provide a Heat Transfer index of 25 seconds for the knee at eight psi.

- 4.20 The bottom nine inches of each thermal leg will be constructed of treated dri chambray facecloth with two layers of apertured (11-13 apertures/in<sup>2</sup>) E-89™ spun laced aramid to deter the wicking of moisture up the thermal liner leg.
- 4.21 The cuff area of the pant will be reinforced with a binding of black split cowhide material not less than 2 inch in total width for greater strength, abrasion resistance, and thermal protection. Black poly-coated aramid pant cuffs.

#### POCKETS

- 4.22 Two 9 inch wide x 8 inch deep outside full bellows pockets what expand by means of side and bottom gussets to a thickness of 2" in front and back will be located, one each side, on the fore thigh.
- 4.23 Pockets will be lined with black split cowhide leather. The back of the pocket (pant leg) will be similarly reinforced to height of 3 inches. The will material will have no unfinished seams showing. All 3 sides will be lined with Kevlar twill with 2 pieces 1.5x 3 inch hook and loop closure. 2 layers GIC/E88 foam inside flap corner 1x2 inch PCA pull tab.
- 4.24 Pockets will be reinforced with black split cowhide material, which extend 5 inches down the bottom outside of the pocket. Pockets will be set with stitch 301, seam Ssb\_2 with the top and bottom pocket corners reinforced with bar tacks for additional strength. Drainage of moisture to be provided by eyelets.
- 4.25 Pocket flaps will be 9 inches x 4.5 inches, folded and stitched at 1.5 inches width to correspond with pocket gussets. The flap will extend 3 inches down to give a creased and contoured pocket flap. Flaps will be set using stitch 301, seam Ssn-2, inverted and reinforced at each top corner with a bar tack.
- 4.26 Hook and loop fastener closure system will be set with 1.5 inches x 8 inches loop fastener on the pocket and three 1.5 inches x 3 inch cam stitched hook fastener on the underside of the flap spaced no less than 1.5 inches apart.

#### SUSPENDER FASTENERS

- 4.27 Suspender sewn in loops will be placed in the standard position of the waistband of the pants. The loops will be reinforced with black split cowhide material. The suspenders will pass through the loops and fasten to themselves with their own set of buttons/snaps instead of snapping to the actual pant. Appropriately sized suspenders shall be provided.

#### REFLECTIVE TRIM

- 4.28 The pants will be provided with reflective trim. One 3 inch strip will be located full circumference around the bottom of the leg where the bottom of the reflective trim will be approximately 6 inches from the bottom hem of each leg. The trim will be ventilated and have 4 rows of lockstitch.
- 4.29 Distributor must be willing to send a representative to the City of Broken Arrow for at least one in person fitting at the Broken Arrow Police training center.

Complies with this section: Yes\_\_\_\_\_ No\_\_\_\_\_

#### 5.0 RENEWAL OPTION

- 5.01 It is the intent of the City of Broken Arrow Fire Department to establish an initial contract July 1<sup>st</sup>, 2013 thru June 30<sup>th</sup>, 2014 in duration with a renewal option of up to three years.
- 5.02 The renewal of the initial contract may include an increase of cost that is mutually agreed upon by both the City of Broken Arrow and the vendor.
- 5.03 A copy of proposed contract to be included with bid

Complies with this section: Yes\_\_\_\_\_ No\_\_\_\_\_

End of Specifications

## PROPOSAL SHEET

**THIS SHEET MUST BE COMPLETED AND ACCOMPANY BID**

**Bid Number: 13.172**

Item Number	Quantity	Description	Unit Price	Total Bid Amount
1	12ea.	Coat	\$ _____	\$ _____
2	12ea.	Pant	\$ _____	\$ _____
<b>Total \$</b> _____				

Comments \_\_\_\_\_

Bid pricing good for: \_\_\_\_\_ Show length in days: \_\_\_\_\_

Warranty: \_\_\_\_\_

Delivery: \_\_\_\_\_

**Other: Show proposed cost increase for years 1-3 if any:**

Coat \_\_\_\_\_

Pant \_\_\_\_\_

Exceptions \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Terms and Signature Sheet

Indicate length of time requires, in calendar days, for delivery/completion after notification of award (oral or written), as this may be a factor in making an award. \_\_\_\_\_ Calendar days.

**All prices shall be F.O.B. Destination: Location shown within bid documents under the heading GP-5 or as may be stated on the purchase order or verbal instructions given at time order is placed.**

In compliance with this invitation for bid number 13.172 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of **only** the "**Statement of No Interest Sheet**" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

### Complete Legal Name of Bidder:

\_\_\_\_\_  
Company Name Date: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip Code

Signature: \_\_\_\_\_ Official Title: \_\_\_\_\_

**Please print or type name clearly:** \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED**



## BID AFFIDAVIT

**The following affidavit is to accompany the bid:**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of \_\_\_\_\_, the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such bid; and 3. neither the offeror nor anyone subject to the offeror's direction or control has been a party: a. to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor c. in any discussions between offerors and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public (or Clerk or Judge)

**THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED**

## INTEREST AFFIDAVIT

**The following affidavit is to accompany the bid:**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, Of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public

**THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED**

## STATEMENT OF NO INTEREST

**Bid Number: 13.172**

### **IF YOU DO NOT INTEND TO SUBMIT A BID, RETURN THIS FORM IMMEDIATELY**

The Purchasing Division of the City of Broken Arrow wishes to keep its vendor list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you no longer supply this commodity/service, and your name will be removed from this bidders list.**

We undersigned have declined to submit a bid on commodities or services outlined in the attached bid documents.

\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)

\_\_\_\_ Specifications are unclear (explain below)

\_\_\_\_ We are unable to meet specifications

\_\_\_\_ Insufficient time to respond to bid

\_\_\_\_ Our schedule would not permit us to perform

\_\_\_\_ We are unable to meet bond requirements

\_\_\_\_ We are unable to meet insurance requirements

\_\_\_\_ We do not offer this product or service

\_\_\_\_ Remove us from your vendor list for this commodity or service

\_\_\_\_ Other (specify below)

#### **Remarks:**

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Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Signed: \_\_\_\_\_

Print or Type Name of Person Signing: \_\_\_\_\_


Title: \_\_\_\_\_

Date: \_\_\_\_\_

## INSTRUCTIONS FOR SUBMITTING A SEALED BID OR QUOTATION


### IF SUBMITTING A SINGLE SEALED BID:

1. PLACE BID IN AN OPAQUE ENVELOPE AND SEAL. **TYPE OR PRINT** BID NUMBER AND OPENING DATE IN THE LOWER LEFT CORNERS
2. IF SENDING FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN THE EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.

COMPANY NAME YOU'RE RETURN ADDRESS	
CITY OF BROKEN ARROW PURCHASING DIVISION P.O. BOX 610 BROKEN ARROW, OK 74013	
BID NUMBER BID OPENING DATE	

### TWO OR MORE BIDS WITH DIFFERENT BID NUMBERS

1. PLACE EACH BID IN DIFFERENT OPAQUE ENVELOPE AND SEAL. **TYPE OR PRINT** BID NUMBER AND BID OPENING DATE IN THE LOWER LEFT HAND CORNERS.
2. PLACE EACH BID IN A LARGER ENVELOPE. **TYPE OR PRINT** “BIDS” IN THE LOWER LEFT HAND CORNER.
3. IF SENDING BY FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.

COMPANY NAME YOU'RE RETURN ADDRESS  CITY OF BROKEN ARROW PURCHASING DIVISION P.O. BOX 610 BROKEN ARROW, OK 74013  BIDS		COMPANY NAME  BID NUMBER OPENING DATE
		COMPANY NAME  BID NUMBER OPENING DATE

**BIDS MAY BE REJECTED IF THE ABOVE INSTRUCTIONS ARE NOT FOLLOWED**