

CONTRACT NO. _____

CITY OF CUYAHOGA FALLS
2310 SECOND STREET
CUYAHOGA FALLS, OH 44221

Phone (330) 971-8000

Fax (330) 971-8168



TO BE COMPLETED BY THE CITY OF CUYAHOGA FALLS

DATE OF BIDDING _____, 2018 CONTRACT PRICE \$ _____

DATE AWARDED BOARD OF CONTROL _____, 2018 DATE EXECUTED _____, 2018

DEPARTMENT: FIRE DEPARTMENT

ORDINANCE TO BID
To Award

**TURNOUT GEAR
APRIL 16, 2018**

THE FOLLOWING INFORMATION MUST BE COMPLETED FOR BID CONSIDERATION

COMPANY NAME _____

CONTACT PERSON _____ PHONE NO. (____) _____ FAX: _____

ADDRESS _____
STREET CITY STATE ZIP

Attach Bid Bond Here

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* *These pages to be completely filled in, signed, notarized where required, and returned in the Proposal Book in its entirety at time of bid opening.*

τ *These pages to be inserted **after** bid awarded.*

Legal Notice Request Form

LEGAL NOTICE

Sealed proposals will be received in the office of the Director of Public Safety, Municipal Building, Cuyahoga Falls, Ohio, until **12:00 Noon, Tuesday, April 16, 2018** with bids being opened in Conference Room A, located on the second floor of the Municipal Building, 2310 Second Street, Cuyahoga Falls, Ohio, for the purchase of **Turnout Gear, to be bid per set.**

Detailed information, blank proposals and complete specifications may be obtained at Fire Station 1, 1924 Front St., Cuyahoga Falls, Ohio 44221, and on the City of Cuyahoga Falls' website.

Bidders must use the printed forms provided therefore, as none other will be accepted. Each proposal must contain the full name of the party or parties making the same, and all parties interested therein, and must be accompanied by a bid bond or certified check in the amount of five percent (5%) of the total amount of the bid, on a solvent bank, as a guarantee that if the bid is accepted, a contract will be entered into. The Director of Public Safety reserves the right to reject any or all bids and to waive any informality in any proposal.

We are an Equal Opportunity Employer.

**BY ORDER OF THE DIRECTOR OF
PUBLIC SAFETY**

DON WALTERS, MAYOR

FALLS NEWS: April 1, 2018
 April 8, 2018

INFORMATION
AND
INSTRUCTIONS
SECTION 1

Information And Instructions To Bidders

1. In accordance with the advertised legal notice, sealed bids will be received by the City of Cuyahoga Falls, Ohio at the office of the Director of Public Safety in the Municipal Building for certain material, equipment and/or labor services. The bids will be opened and read aloud at the time and place specified in the legal notice.
2. Bidders are advised to thoroughly examine the contract documents before submitting their bids. There may be changes in the specifications from those heretofore used. It is hereby understood that the bidder has those heretofore used. It is hereby understood that the bidder has read and fully understands each and every clause embodied therein.
3. All material, equipment and/or labor services proposed shall be in accordance with the attached specifications. Any exceptions are to be specifically noted herein.
4. Each proposal must contain the full name of the party or parties making the same and all persons interested therein.
5. All proposals or bids shall be signed and submitted on the printed blanks provided for that purpose and bound herewith. Except during the filling in of the proposal forms, no pages are to be removed from this binding in of the proposal forms, no pages are to be removed from this binding. The complete set of contract documents must be submitted with the proposals. For clarity, uniformity and ease of tabulating bids all bidders are requested to TYPE their bids on the proposal forms.
6. The price bid for each unit of material equipment and/or service must be stated separately in figures in the proper column. Prices for shipping and handling must be included.
7. Each bidder shall submit on the proposal form the name of the manufacturer, type and catalog number of the equipment or material he proposes to furnish. He shall also submit all other data, statements and samples called for by the specifications and the data sheet forming a part of the proposal form.
8. Manufacturers or distributors failing to provide MSDS's will be considered as failing to meet contractual requirement. This statement shall appear on purchase orders or offers to bid.
9. Each bid shall be accompanied by a bond executed by the bidder and a surety company, per Ohio Revised Code, which the surety company shall be licensed to do business in the State of Ohio, in an amount not less than five (5) percent of the aggregate amount of the bid or proposal; or the bidder may submit with the bid, in lieu of such bond, a certified check on a solvent bank, payable to the order of the Director of Public Safety, City of Cuyahoga Falls, Ohio, in an amount equal to the amount required in such bond. Said bond or certified check is required as a guarantee that should the said bid or proposal be

accepted by the Director of Public Safety, the said bid or proposal be accepted by the Director of Public Safety, the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into contract with the City of Cuyahoga Falls for the material, equipment and/or service bid upon.

10. Should any proposal be rejected, such check or bond will be returned to the bidder and should any proposal be accepted, such check or bond will be returned after proper execution of the contract documents. If the bidder, to whom the contract shall have been awarded, shall refuse or neglect, within ten(10) days after due notice that the contract has been awarded to him, to execute the same, then the deposits shall be forfeited to the City as liquidate damages for such neglect or refusal.

11. Each proposal shall be accompanied by a non-conclusion affidavit executed on the form provided thereof.

12. When requested by the City for use in evaluating the bids submitted, the bidder must furnish satisfactory evidence of its ability, competency, facility and financial resource to furnish the material, equipment and/or labor services so bid. If the bidder represents a manufacturer, then he must submit similar data relating to the manufacturer.

13. Each bid on equipment, material and/or labor services shall contain a statement of the time, after the award of the contract, required by the bidder to deliver the equipment, material and/or labor services included in the bid.

14. Each bid shall be sealed and addressed to the Director of Public Safety, City of Cuyahoga Falls, Ohio, and shall bear on its face, the name of the bidder, a statement that it is a sealed bid to be opened on the day and hour above mentioned, and statement of the item numbers on which the bid is made.

15. All bids shall be filed with the Director of Public Safety- Fire Department, in that office in the Municipal Building, in the City of Cuyahoga Falls, Ohio, on or before the day and hour mentioned above and stated in the legal notice of advertisement. No proposal presented after that time will be accepted.

16. Permission will not be given for the modification of any proposal after the same has been filed. No bidder may withdraw his bid, for a period of thirty (30) days after the date of opening of same.

17. If any person contemplating submitting a bid for the proposed material, equipment and/or labor services is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he may submit to the Director of Public Safety, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents or changes therein will be made only be addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Director

of Public Safety will not be responsible for any other explanation or interpretations of the proposed documents.

18. No bid will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City of Cuyahoga Falls, upon any debt or contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any contract with the City; or who if a defaulter as to surety or otherwise upon any obligation to the City of Cuyahoga Falls.

19. Attention of the bidder is called to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.

20. Instructions must be adhered to; failure to strictly observe them shall constitute a sufficient cause of rejection of a bid.

21. The City shall not be liable for the payment of any materials furnished under the contract except upon written order from the Director of Public Safety supplementing this agreement, and no shipment of same shall be made under the contract except after receipt of such written order.

22. The Director of Public Safety may consider bid specification items as distinct bids for each of the items such as material, equipment and/or labor services. However, all parts of any bid specification item must be bid to qualify that item for consideration.

23. After the public reading, all bids will be tabulated and upon completion of a report by the appropriate purchasing department on the bids received, the Director of Public Safety will proceed, without unnecessary delay, to award contracts for the various times to the lowest and best bidders on materials, equipment and/or labor services, conforming to the specifications.

24. The Director of Public Safety expressly reserves the right to reject any or all bids and to waive informalities and to judge the character and sufficiencies of equipment, apparatus, materials and/or labor services bid upon. Bidders who are in sympathy with the purpose outlined above and prepared to act in accordance therewith, are invited to submit bids in accordance with these specifications.

25. A Performance Bond will be required (if indicated by the legal notice) of each successful bidder to assure the faithful completion of the contract has been awarded.

26. The Performance Bond form and/or the Contract form are not to be executed by the bidder until a contract has been awarded.

27. The City expressly reserves the right to award more than one contract on any particular supply item to more than one bidder, if it is considered to be in the best interest of the City. Multiple contracts will not be considered on items obviously not suitable to such means of contracting.

End of Instructions

City of Cuyahoga Falls

INSURANCE REQUIREMENTS - Amended 2/18/82

103.08 INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the City nor shall the Contractor or any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

1. COMPENSATION INSURANCE:

The Contractor shall procure, and shall maintain during the life of this contract, Workmen's Compensation Insurance as required by the State of Ohio for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. If any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

2. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall procure and shall maintain, during the life of this contract, (1) Comprehensive General Liability Insurance including all Premises/Operations; Products/Completed Operations; and Broad Form Property Damage, and (2) Automobile Liability Insurance for all vehicles and equipment in the amount specified in subparagraph 2.

3. SUBCONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE:

The Contractor shall either (1) require of his subcontractors to procure and to maintain during the life OF HIS SUBCONTRACT, comprehensive, General Liability Insurance and Automobile Liability Insurance of the type and in the amount specified in Subparagraph 2 and 6 hereof or, (2) insure the activities of his policy, specified in Subparagraph 2 hereof.

4. SCOPE OF INSURANCE AND SPECIAL HAZARDS:

The insurance required under subparagraphs 2 and 3 hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against

any of the special hazards which may be encountered in the performance of this contract as enumerated in the SPECIAL PROVISIONS.

5. BUILDER'S RISK INSURANCE (Fire and Extended coverage):
(Building Construction only) Until the project is completed and accepted by the City, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the City, the Contractor, Subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.

6. PROOF OF CARRIAGE OF INSURANCE:
The Contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days' written notice has been received by the City."

The minimum amount of such insurance including underlying and umbrella excess shall be as follows:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY COMBINED SINGLE
LIMIT

Each Occurrence	\$ 2,000,000.00
-----------------	-----------------

Income Tax Requirements

Employers doing business within Cuyahoga Falls are required to deduct at the time of payment of salaries, wages, commissions or other compensation the tax of two (2) percent of the gross amount earned in Cuyahoga Falls.

Every employer who is required to deduct the tax at the source is liable directly to the City of Cuyahoga Falls for payment of such tax whether actually collected from their employees or not.

Also, the net profit from income earned within Cuyahoga Falls is subject to the tax. Both withholding and tax on profits are due quarterly.

Contact The Income Tax Division For The Necessary Forms And Any Additional Information.

City of Cuyahoga Falls
Office of the Mayor

Mayor Don Walters
2310 Second Street
Cuyahoga Falls OH 44221



Phone: 330-971-8200
Fax: 330-971-5696
mayor@cityofcf.com

Dear Employer:

In today's society, we all seem to face the dangers and consequences of alcohol and drug abuse. Studies have found the workplace is not exempt from this scourge that is threatening our nation. It is found that two-thirds of those entering the workplace for the first time have used illegal drugs. Up to twenty-three percent of employees abuse alcohol/drugs on the job. The figures are staggering. Up to 100 billion dollars a year are lost in productivity.

The City of Cuyahoga Falls has passed Ordinance 12-1990, which requires employers who are awarded competitively-bid City contracts to maintain a drug-free workplace.

I have enclosed an outline of the requirements that need to be met. You will also find a sample policy statement, a certification to be completed and returned in your bid packet. It is our hope that through education and awareness, we can be an effective part of the solution.

Please know this office and I are available to assist in any way we can.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Walters", written in a cursive style.

Don Walters
Mayor

Encl.

181.07 Employers Awarded City Contracts to Maintain Drug Free Workplace.

(a) No contract awarded through the process of competitive bidding, other than contracts pursuant to Ohio R.C. 125.04, shall be awarded to any bidder who does not certify that the following requirements have been met:

- (1) A statement has been published and provided to employees notifying them that the manufacture, use, possession, or distribution of drugs in the work place is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
- (2) Any employee convicted of violating a criminal drug statute occurring in the work place is required to notify the employer of said conviction within five days after such conviction.
- (3) Notice has been published specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.
- (4) A program has been implemented for the distribution of information on drug abuse awareness and the availability of counseling and referral services.

(b) The Board of Control may, for good cause shown, grant an extension of time for compliance of the above requirements.

(c) The Drug Control Coordinator be and hereby is directed to provide information and assistance necessary to facilitate compliance with the provisions of this section.

(Ord. 12-1990. Passed 1-22-90.)

Sexual Harassment Policy

Employees of the City of Cuyahoga Falls have a right to work in an environment free of sexual harassment. The City will not tolerate any form of sexual harassment or any offensive conduct that has the effect of severely interfering with an employee's work performance or creating a pervasive intimidating, hostile, offensive work environment. Examples of sexual harassment include, but are not limited to, unwanted sexual advances; implicit or explicit demands for sexual favors in exchange for favorable treatment or continued employment; repeated sexual jokes, flirtations, advances or propositions; verbal abuse of a sexual nature; graphic, verbal commentary about an individual's body, sexual prowess or sexual deficiencies; leering; whistling; touching; pinching; assault; coerced sexual acts; suggestive insulting, obscene comments or gestures; and display in the work place of sexually suggestive objects or pictures.

It is the policy of the City of Cuyahoga Falls that any form of sexual harassment is unacceptable, either within the workplace or at City-sponsored events, whether on or off property owned by the City, and is subject to appropriate disciplinary action.

The City encourages individuals who believe they are being harassed to clearly and promptly notify the offender that his or her behavior is unwelcome. This procedure is not a required first step for reporting sexual harassment. If for any reason an individual does not wish to approach the offender directly or if such discussion does not successfully end the harassment, then the individual should notify their supervisor.

Additionally, any employee who observes harassment of any type is to report it to his or her supervisor.

All employees are expected to cooperate with an investigation of any type of harassment. Failure to do so may lead to discipline. False information provided in the course of an investigation may also lead to discipline.

The City will not retaliate against an individual who makes a report of sexual harassment, nor permit any employee to do so. Retaliation is a very serious violation of this policy and should be reported immediately. Any individual found to have retaliated against an individual for reporting sexual harassment, or against anyone participating in the investigation of a complaint, will be subject to appropriate disciplinary action.

Firearms Policy

As a result of the General Assembly passing Am. Sub. House Bill 12 regarding “concealed carry” of firearms, the City of Cuyahoga Falls, Ohio has adopted a policy.

Each Bidder must review the policy and file the certification that is included in this bid packet. The policy can be accessed at the City’s website, www.cityofcf.com, or a copy can be obtained from the office of the Director of Public Service located on the 2nd floor of City Hall, 2310 Second Street, Cuyahoga Falls, Ohio. Upon request, the policy can be faxed or mailed.

Authorizing Ordinance-After Bid Books go out

Board of Control Minutes-After Contract Awarded

Bids Subject to 60-Day Acceptance

Because of City's desire to fairly and equable evaluate all competitive bids, we are specifying that all bids be subject to acceptance by the city within 60 days from the date of the bid opening.

Exception by the bidder to this requirement may result in having the subject bid rejected by the city as not having met the city's specifications.

INSURANCE

SECTION 2

Certification of Compliance with O.R.C. 3517

The following certificated are required pursuant to Ohio's Campaign Finance Reform Law.

One of the following two certificates shall be completed by any individual, partnership, unincorporated business, association, professional association, estate, trust, corporations, or business trust that has been awarded a contract by the City of Cuyahoga Falls.

It shall be the Contractor's responsibility to determine which of the two certificates applies and if compliance with ORC 3517.13 has been achieved.

Certification of Compliance with O.R.C. 3517

The City of Cuyahoga Falls has entered into a contract for goods and/or services with _____ "Business". The undersigned authorized representative certifies on behalf of the "Business" that all of the following persons, if applicable, are in compliance with division (I) (1) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. the individual;
- B. each partner or owner of the partnership or other unincorporated business;
- C. each shareholder of the association;
- D. each administrator of the estate;
- E. each executor of the estate;
- F. each trustee of the trust;
- G. each spouse of any person identified in (A)-(F) above;
- H. each child seven year of age to seventeen years of age of any person identified in (A)-(G) above;
- I. any combination of persons identified in (A) – (H) above.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contract between the City and

On Behalf Of the Company:

Date signed:

Note: This Form is to be used by an individual, partnership, or other unincorporated business, association, including without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate or trust. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

Certification of Compliance with O.R.C. 3517.13

The City of Cuyahoga Falls has entered into a contract for goods and/or services with _____ (“Company”), an Ohio corporation. The undersigned authorized representative of Company certifies on behalf of the Company that all of the following persons, if applicable, are in compliance with division (J) (1) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under that contract:

- A. each owner of more than twenty percent of the corporation or business trust;
- B. each spouse of each owner of more than twenty percent of the corporation or business trust;
- C. each child of seven years of age to seventeen years of age of each owner of more than twenty percent of the corporation or business trust;
- D. any combination of persons identified in (A) – (C) of this indented list.

The undersigned certifies such compliance on and since the date that the contract was executed by all parties necessary for a valid contract with the City. This certification shall be a part of the above-referenced contact between the City and Company.

On Behalf of the Company:

Date Signed

Note: This form is to be used by a corporation or business trust, except of a professional association organized under Chapter 1785 of the Revised Code. If you are unsure if this form applies to you or if you are in compliance with R.C. 3517.13 you may want to contact an attorney.

Knowingly making a false statement on this certification is considered a felony of the fifth degree and any such falsification will act as a rescission of this contract.

CONTRACT FORMS

SECTION 3

Director Of Public Safety

NOTE

The bidder hereby agrees that the Director of Public Safety has the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

The bidder further agrees that the Director of Public Safety may at his discretion award the contract on the basis of individual items taken separately in multiples or collectively for any or all items in this proposal and that he will not dispute the Director's Judgment in his award upon this basis.

Signature of Officer, Partner or Owner

(Business address of bidder)

Certified Check Or Bid Bond

Certified check or bid bond in the amount of:

_____ on

(Name of Bank or Bonding Company)

_____ deposited
herewith.

BIDDER

All bids not in conformity with these provisions will be rejected.

* *PLEASE PLACE BID BOND\CERTIFIED CHECK ON TOP OF THE BID PACKET WHEN SUBMITTING YOUR BID. ALSO, PLEASE HAVE NOTED THE ADDRESS OF WHERE THE BID BOND/CERTIFIED CHECK IS TO BE RETURNED. THANK YOU FOR YOUR COOPERATION.*

OSHA Compliance Certification

I, _____, hereby certify that _____
(Company Official) (Company)

will comply with all Federal, State and City of Cuyahoga Falls statutes, ordinances, rules and regulations regarding job site safety, including but not limited to the Occupational Safety and Health Act while engaged in this project. I understand that a failure of

_____ or its subcontractors to follow any safety (Company)

regulation will result in the City, in its sole discretion issuing a stop work order on the project until the violation is cured. Failure to stop work when so ordered by the City may result in the immediate termination of the Agreement by the City.

Signature

Title

State of Ohio)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

Notary Public
My Commission
Expires:_____

[seal]

Drug-Free Certification

I, _____ certify that _____
(Company Official) (Company)

has posted in the workplace and distributed to all employees our Drug-Free Workplace Policy Statement, a copy of which is attached hereto.

I further certify that _____ has made
information (Employer)
on alcohol and drug abuse awareness available to all employees and will provide
information on the availability of counseling and referral services to any employee
requesting such information.

Signature

Title

State of _____)
)ss.
County of _____)

Sworn to before me and subscribed in my presence this _____ day of
_____, 20____ .

Notary Public
My Commission Expires: _____

{Seal}

Drug Free Workplace Policy Statement

In accordance with City of Cuyahoga Falls Ordinance No. 12-1990, passed January 2, 1990:

_____ hereby notifies
(Employer)

all employees of our policy regarding drugs in the workplace. Without exception, the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while in the workplace is strictly prohibited.

_____ requires that
(Employer)

as a condition of employment, any employee convicted of drug violation occurring in the workplace must notify his or her employer within five days after conviction.

Any employee found in violation of this policy is subject to appropriate personnel action, up to and including termination of employment. Continued employment may be conditioned upon successful completion of an acceptable drug rehabilitation program.

Any employee seeking information on drug or alcohol abuse awareness and the availability of counseling and referral services should contact

_____ at _____.
(Name) (Phone)

Sexual Harassment Certification

I, _____ hereby certify that
(Company Official)

_____ has received,
(Company)

reviewed, and distributed the City of Cuyahoga Falls' policy regarding Sexual Harassment to all employees who will be working or involved with this project. I further certify that _____ will indemnify the City of
(Company)

Cuyahoga Falls in any action brought against it alleging that an employee of _____ engaged in any conduct prohibited by
(Company)

the City's Sexual Harassment Policy while working or otherwise involved with this particular Project.

Signature

Title

State of _____)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ day of _____, 20____ .

Notary Public
My commission expires: _____

[Seal]

Firearms Certification

I, _____ hereby certify that
(Company Official)

_____ has reviewed and
(Company)

and distributed the City of Cuyahoga Falls' policy regarding Firearms to all employees
and subcontractors who will be working on or involved with this project. I further certify
that _____ will indemnify the City of Cuyahoga
(Company)

Falls in any action brought against it alleging that an employee of
_____ engaged in any conduct prohibited by
(Company)

the City's Firearms Policy while working or otherwise involved with this particular Project.

Signature

Title

State of _____)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ day of
_____, 20____ .

[Seal]

Notary Public
My commission expires: _____

Equal Employment Opportunity

During the performance of this contract, the *Contractor* agrees as follows:

The *Contractor* will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicap status.

The *Contractor* will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin or handicap status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The *Contractor* agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

The *Contractor* will, in all applications or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin or handicap status.

The *Contractor* will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to contractors or subcontractors for standard commercial supplies or raw materials.

Non-Collusion Affidavit

This affidavit must be executed for the bid to be considered

State of _____)
) ss
 County of _____)

I, _____
 (Name of party signing affidavit) (Title)

being duly sworn, do depose and say:

that _____
 (Insert names of all persons, firms, or corporations interested in the bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise, taken any action in restraint of free competitive bidding in connection with this proposal; and also that no member of the Council, head of any department or employee therein, or any officer of the City of Cuyahoga Falls, is directly or indirectly interested therein.

 (Signature)

 (Title)

Sworn to and subscribed before me this _____ day of _____,
 20_____ .

{Seal}

 Notary Public
 My Commission Expires: _____

Disclosure Of Personal Property Tax Status

Instructions: Ohio Law now requires that a disclosure of your personal property tax status Be Made Prior To Execution Of A Contract By The City. Complete Sections A) Or B) (Whichever Is Appropriate) And Section C).

State of _____)
 _____) ss
 County of _____)

A) I, _____, _____
 (Name of Party Signing Affidavit) (Title)
 the successful bidder for labor, services, supplies and/or materials as described in the attached contract documents being duly sworn, do certify that at the time the successful bid was submitted, I was not charged with delinquent personal property taxes on the general tax list of any county in the State of Ohio.

B) I, _____, _____
 (Name of Party Signing Affidavit) (Title)
 the successful bidder for labor, services, supplies and/or materials as described in the attached contract documents being duly sworn, do hereby certify that at the time said bid was submitted, I was charged with delinquent personal property taxes on the general tax list in the following Counties in Ohio in the following amounts:

County	Amounts of Unpaid Delinquent Taxes Due	Unpaid Interest and Penalties Due
_____	_____	_____
_____	_____	_____

C) This statement is being submitted pursuant to the requirements of Revised Code Section 5719.042. I understand that no payment shall be made with respect to this contract unless this statement is incorporated in said contract.

Further Affiant Sayeth Naught

Signature: _____ Title: _____

Sworn to and subscribed before me this _____ day of _____,
 20_____

{Seal} _____
 Notary Public
 My commission expires: _____

LOCAL BID PREFERENCE

The City of Cuyahoga Falls shall apply a Local Bid Preference to this invitation as outlined in Section 181.08 of the Codified Ordinances, including:

- a) In determining the low bid for supplies, commodities, materials, equipment, furnishings or general services, the Board of Control shall exercise a preference for local bidders as provided herein. The local preference shall also apply to contracts for the building, repair or renovation of public buildings or improvements.
- b) Bidders having established their principal place of business, defined as a business with a significant economic and physical presence in Cuyahoga Falls for two (2) successive calendar years prior to the bid opening date, shall be preferred as lowest if their bid does not exceed by more than three percent (3%), with an upper limit of ten thousand dollars (\$10,000.00), the apparent lowest bid.
- c) To qualify for local preference, bidders shall state on the bid documents their principal place of business, the business address where work will be administered (post office boxes will not be accepted in lieu of a street address) and the date of establishment. Each bidder shall have only one principal place of business.
- d) Local preferences shall not be applied as provided; herein for any bids where prohibited by federal or state laws or regulations.
- e) Local preferences shall only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall any preference granted herein exceed a maximum of three percent (3%) or ten thousand dollars (\$10,000.00), whichever is less.
- f) The City shall indicate in all its invitations to bid and specifications for all public contracts for supplies, equipment and materials, excluding construction contracts and contracts financed in whole or in part by contributions or loans from any agency of the State of Ohio or United States Government, that it shall apply a local bid preference as outlined in this section in the evaluation and award of bids received.

Principal Place of Business: _____

Street Address _____ City _____ State ___ Zip _____

Address where work will be administered:

Street Address _____ City _____ State _____ Zip _____

Date Business Established (MM/DD/YYYY)

APPROVAL OF BOARD OF CONTROL

Pursuant to the authority conferred to the Board of Control, the foregoing contract was approved on the ____ of _____, 2018

Secretary of the Board of Control

CERTIFICATE OF THE DIRECTOR OF LAW

I hereby approve the form and correctness of the above contract and bond.

Date _____, 2018

Director of Law

CERTIFICATE OF THE DIRECTOR OF FINANCE

I hereby certify that the amount required to meet the City's obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Date _____, 2018

Director of Finance

Findings of Recovery by Auditor of the State

Ohio law (ORC section 9.24) prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to any person against whom a finding for recovery has been issued by the Auditor of State, if that finding is unresolved. While there are additional criteria, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed \$25,000.

The Auditor of State has established a database pursuant to ORC 9.24 in order to list all persons who have unresolved findings for recovery, dating back to January 1, 2001. Before entering into a public contract described above, a state agency or political subdivision is required to verify that the person does not appear in this database.

CERTIFICATION

I, _____ hereby certify that
(Company Official)

_____ does not have an unresolved finding of
(Company Official)

recovery issued by the Auditor of the State of Ohio as required by Ohio law (ORC section 9.24).

I further certify that _____ has provided a certified search of
(Company Official)

unresolved findings with this bid showing no unresolved findings in his/her name.

Signature

Title

State of Ohio)
)ss
County of _____)

Sworn to before me and subscribed in my presence this _____ day of _____ 20 ____.

Notary Public

My Commission Expires _____

{Seal}

SPECIFICATIONS
AND
PROPOSALS
SECTION 4

Cuyahoga Falls Fire Department Structural Firefighting Turnout Gear Specifications 2018

This document identifies a standard design and fitment of structural firefighting turnout gear, specifically pants and coat. Entities bidding to supply turnout gear for the Cuyahoga Falls Fire Department shall be expected to comply with the following specifications and instructions.

1) General

The purpose of the clothing is to provide protection during structural firefighting operations where there is a threat of fire and against adverse environmental effects. The clothing will also provide protection when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

- a) All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA Standard 1971, *Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting*.
- b) All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA Standard 1971, 2018 Edition. The certification label of the third party tester as shown in the specifications for the garment label shall denote such certification.
- c) Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information: Compliance to NFPA Standard 1971, Underwriters Laboratories classified mark, the manufacturers name, manufacturers address, manufacturers garment identification number, date of manufacture, and size.

- d) The manufacturer shall warrant these coats and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.
- e) A representative of the entity providing turnout gear shall professionally measure the intended wearer, assuring proper fitment and protection by the garment.

2) Coat Specifications

- a) The coat shall be constructed of three separate body panels designed to afford maximum unrestricted movement of the arms and shoulders. The coat shell and liner which are equal in length shall provide a minimum overlap of all protective layers (when worn with bunker pants) in accordance with NFPA 1971, 2018 Edition.
- b) The outer shell, thermal liner, moisture barrier and all material components utilized in the construction of the garment shall meet NFPA 1971, 2018 Edition. The outer shell shall be constructed of Advance Gold material; the thermal liner shall be constructed of Caldura SL2i material; the moisture barrier shall be constructed of Crosstech Black material. Seams shall be double stitched using NOMEX material, with 8-10 stitches per inch for durability and maximum performance. Additionally, where applicable, trim shall be attached with cording for durability.
- c) Sleeve length shall be sized adequately to the wearer for flexibility and protection when performing job functions. The coat sleeve shall have extra material for articulation in the elbow. A sewn in protective sleeve band shall be provided to keep water, ash, debris, etc. from entering the sleeve. The sleeve cuff shall also incorporate a wristlet with an opening for the thumb.
- d) Access between the layers of the coat shall be afforded. The thermal liner shall be secured to the outer shell at the bottom of the back of the coat with three (3) hem snap tabs. A protective throat tab shall be provided.

- e) The coat shall have 3” high fluorescent reflective Scotchlite “Triple Trim”. Firefighter’s coats shall have Lime with Silver trim, and officer’s coats shall have Orange with Silver trim. Placement shall be New York City (NYC) Style. Reflective trim shall be attached with protective cord in lieu of conventional stitching. Trim use and placement shall be NFPA 1971, 2018 Edition compliant.
- f) The back of the coat shall have 3” high fluorescent reflective Scotchlite lettering placed near the top of the back, reading “CFFD”; as well as a standard hanging letter patch or a tail bearing the wearer’s name. Lettering on firefighter’s coats shall be lime yellow, and officer’s coats shall be orange. The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with snap fasteners (4 across the top of the patch) and Velcro; allowing the letter patch to be removable and interchangeable.
- g) The front of the garment shall have bilateral cargo pockets; pockets shall be mounted at the hem of the coat on each side of the front opening. Pockets shall be equipped with two (2) rust resistant metal drain eyelets at the bottom for water drainage. Pocket flaps shall be double layered. Pockets shall be 8” x 8” cargo style expanding 2” all around. Pocket flaps shall use Velcro closure. The pockets shall be reinforced with a layer of KEVLAR material inside and shall be lined with fleece behind the pocket. A strip of reflective trim across the bottom of the pocket shall continue the trim pattern.
- h) Immediately behind the cargo pocket distally shall be a “D” hook, riveted vertically to each side of the coat. The front of the coat, near the shoulder and/or above the radio pocket, shall have bilateral 4” wide by 1.5” tall microphone tabs sewn to the coat.
- i) A pocket for the wearer’s radio shall be sewn on the left chest. Only one radio pocket in that location shall be affixed. The radio pocket shall be constructed of outer shell material and lined

with moisture barrier. The pocket shall be approximately 7" high x 4.5" wide x 3" deep with at least one (1) rust resistant metal drain eyelet at the bottom for drainage. Radio pocket flaps of double layer shell material shall have an internal layer of moisture barrier and 3.5" wide x 5" long with Velcro closure. The radio pocket flap shall accommodate the radio antenna via a notch on the left side. A strip of 3" reflective trim shall be added to continue the trim pattern.

- j) The coat shall have a Sunlance flashlight holder; constructed of outer shell material 9" wide by 2" tall in size to accommodate a Survivor flashlight. The strip of material shall have Velcro closure and be located on the front chest opposite the radio pocket.
- k) The garment shall feature an incorporated Firefighter Drag Rescue Device accessed at the top middle back of the coat.

3) Pant Specifications

- a) The pant shall be constructed of three separate body panels designed to afford maximum unrestricted movement. The outer shell, thermal liner, moisture barrier and all material components utilized in the construction of the garment shall meet NFPA 1971, 2018 Edition. The outer shell shall be constructed of Advance Gold material; the thermal liner shall be constructed of Caldura SL2i material; the moisture barrier shall be constructed of Crosstech Black material. Seams shall be double stitched using NOMEX material, with 8-10 stitches per inch for durability and maximum performance. Additionally, trim shall be attached with cording for durability. The cuff area of the pants shall be reinforced in black leather.
- b) The pockets shall be constructed of one layer of the outer shell material and lined with the vapor barrier. The lower half of the expansion pockets shall be reinforced on the outside in gold Ara-Shield material. Pocket flaps shall be double layered and extend ½" beyond each side of the pocket. Pockets shall be 10" x 10" cargo style expanding 2" all around. Pockets shall be

equipped with two (2) rust resistant metal drain eyelets at bottom for water drainage. Pocket flaps shall use Velcro closure. The left pocket shall have a six (6) tool organizing patch of material sewn onto the pant, facing the pocket.

- c) The pants shall have pleated, articulating knees, including padding and extra material for wearer movement and flexibility. The front of the knee shall have a removable panel affixed with Velcro and snap fasteners.
- d) The pants shall have a vertical fly closure, with Velcro and inward facing hook & dee closure at waist for secure wear and donning. Pants shall have waist sizes in even whole numbers; inseams shall be in two whole inch increments.
- e) Standard “H” style “Padded Rip-Cord” suspenders shall be provided with each set of pants. On the inside of the waistband shall be attachment for the standard “H” style “Padded Rip-Cord” suspenders. There shall be four (4) attachments total, 2 front and 2 back.
- f) The pants shall have a 3” back bib at the waist.
- g) Pants shall have a 3” band of fluorescent reflective Scotchlite “Triple Trim” placed completely around each pant leg just above the cuff. Firefighter’s pants shall have Lime with Silver trim, and officer’s pants shall have Orange with Silver trim. Reflective trim shall be attached with protective cord in lieu of conventional stitching. Trim use and placement shall be NFPA 1971, 2018 Edition compliant.

4) Helmet Specifications

- a) Structural firefighting helmets shall be an MSA Cairns Model #1044 Traditional Firefighter Helmet. The helmet shall be furnished with an integrated Defender Visor that retracts between the helmet shell and impact cap. Firefighter’s helmets shall be yellow with lime-yellow reflective tetrahedrons. Lieutenant’s helmets shall be red with red-orange reflective tetrahedrons. Captain’s

helmets shall be black with lime-yellow reflective tetrahedrons. The helmet shall be NFPA 1971, 2018 Edition compliant.

5) Hood Specifications

- a) A structural firefighting hood shall be furnished as a part of the personal protective equipment ensemble. The structural firefighting hood shall be constructed with barrier material for increased particulate protection from carcinogens. The hood shall be NFPA 1971, 2018 Edition compliant.

PROPOSAL

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE (written words)
TURNOUT COAT:	<u>EACH</u>	<u>1</u>		
TURNOUT PANTS:	<u>EACH</u>	<u>1</u>		
TURNOUT HELMET:	<u>EACH</u>	<u>1</u>		
TURNOUT HOOD:	<u>EACH</u>	<u>1</u>		
SHIPPING & HANDLING	<u>EACH</u>	<u>1</u>		
TOTAL PRICE:				

SIGNATURE _____

TITLE _____

DATE _____