

**CITY OF ITHACA  
Fire Department**

**NOTICE TO BIDDERS**

The Fire Department of the City of Ithaca will receive sealed bids at the Office of the City Controller until 2:00 p.m., Wednesday, January 16, 2019, for furnishing the following:

**IFD Work Uniforms and Accessories**

Specifications and Information for Bidders may be obtained at the office of the City Controller, City Hall, 108 East Green Street, Ithaca, NY 14850 or at [www.cityofithaca.org/bids](http://www.cityofithaca.org/bids).

The right to reject any or all bids or any or all items is expressly reserved.

Scott A. Andrew  
Deputy City Controller

December 26, 2018

## INSTRUCTIONS TO BIDDERS (GENERAL CONDITIONS)

1. Terms used in these Instructions to Bidders, which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8; 1990 ed.), have the meanings assigned to them in the General Conditions. The Term “Bidder” means one who submits a bid directly to Owner, as distinct from a sub-bidder who submits a bid to a Bidder. The term “Successful Bidder” means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award. The term “Bidding Documents” includes the Advertisement for Bids, Instruction to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids). For the purposes of this contract, the term Engineer shall refer to a designee of the Office of the City Engineer.

2. Complete sets of the Bidding Documents may be obtained from the city’s website at [www.cityofithaca.org/bids](http://www.cityofithaca.org/bids), as stated in Advertisement for Bids.

Complete sets of Bidding Documents must be used in preparing Bids; Owner and Engineer do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five days of Owner’s request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each Bid must contain evidence of Bidder’s qualifications to do business in the state where the Project is located or covenant to obtain such qualifications prior to award of the contract. The enclosed Bidder’s Qualification Statement Document shall be completed and submitted with the Bid.

4. All bids shall be made upon forms furnished by the City and shall be submitted in a sealed envelope plainly marked “IFD – Uniforms and Accessories” and bearing the date and time of the opening. Envelopes shall be addressed to: City of Ithaca, Controller’s Office, 108 East Green Street, Ithaca, NY 14850.

5. Bid form as issued by the City of Ithaca shall be completely filled in black ink or typed. No bid will be accepted which contains any changes, additions, omissions or erasures, unless otherwise stated. The bid sheet needs to be completed for Bid total and both the Waiver of Immunity Clause and the Non-Collusive Bidding Certification must be signed as required by law.

6. Bidders must submit with Bid detailed specifications, circulars, manufacturer’s literature and all necessary data on items to be furnished. This information must clearly show that the item offered meets all detailed specifications herein. The City of Ithaca reserves the right to reject

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any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications, such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications, and are in the best interests of the City of Ithaca. Failure to submit any of the above data may result in the rejection of the bid.

7. All prices quoted must be “per unit” as specified; e.g. do not bid “per case” when “per dozen” is requested; otherwise bid may be rejected.
8. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. In case of discrepancy between the prices written in words and price in figures, the price written in words shall govern.
9. The prices submitted shall be exclusive from Federal and State taxes and must not include New York State Sales and Use taxes on material and equipment to be incorporated in this bid. Said taxes shall not be included in equipment or contract price.
10. Prices shall be net including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the bid. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the City.
11. Prices shall be net FOB any point in the City of Ithaca, New York. Price quoted shall include all delivery costs.
12. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The City reserves the right to award the bid in whole or in part based on the lowest responsible bid.
13. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the City. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.
14. In all specifications, the words “or equal” are understood after each article giving manufacturer’s name or catalog reference, or on any patented article. If the name of a proprietary item or the name of a particular supplier is used, the specification is intended to establish the type, function, and quality required. Other items of material or equipment, or material or equipment of other suppliers may be used. The decision of the City as to whether an alternate or substitution is in fact “equal” shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer’s name, and detailed specifications of the item he proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified.

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15. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
16. If two or more bidders submit identical bids as to price, the decision of the Controller's Office to award a contract to one of such identical bidders shall be final.
17. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "0", "N/A", "--", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. We cannot assume there is a "no charge" when lines are left empty.
18. The following two items will automatically render a bid unacceptable to the City of Ithaca:
  - A. Failure to sign bid sheet;
  - B. Failure to include necessary bid deposits (as required)

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to view the bid as non-compliant and will not be considered for award.

19. Faxed bids will not be accepted.
20. The City reserves the right to purchase items included in these specifications on New York State Contracts, when available.
21. The bidder agrees that estimated quantities given in the bid are only for the purpose of comparing bids, and that the bidder is satisfied with and will at no time dispute the estimates as a means of comparing aforesaid bids.
22. Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base bids and major alternates (if any) will be made available to bidders after the opening of bids.
23. All bids will remain subject to acceptance for forty-five (45) days after the day of the bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

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25. City's Rights:

- A. The City reserves the right to reject any and all bids not deemed for the best interest of the City and to reject as informal such bids that are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid. By an unbalanced bid, it is meant one in which the amount of bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.
- B. The City of Ithaca reserves the right to waive any informality or to reject any or all bids.
- C. Awards will be made to the lowest responsive responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
- D. No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the City.
- E. Should the successful bidder fail to meet a delivery date required by the specifications, the City may cancel the order and terminate the contract. In such event, the City will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.
- F. Should any material or equipment delivered fail to meet specifications, the City may require the vendor to replace the same with material or equipment which does meet the specifications and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored, and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order and terminate the contract, in which event the City will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.
- G. If the successful bidder fails to deliver within the time specified, or within a reasonable time as interpreted by the City, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the City, the City may purchase from other sources to take the place of the item rejected or not delivered. The City reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the successful bidder agrees to reimburse the City promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such difference shall be deducted from the contract quantity.

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- H. A contract may be cancelled at the successful bidder's expense upon non-performance or poor performance of contract on ten calendar days written notice to the successful bidder.
  - I. Payments cannot be processed by the City until contract items have been delivered in satisfactory condition and a properly completed City of Ithaca voucher form has been submitted to the ordering agency by the contractor.
  - J. Any errors in the bid award which are the fault of the City must be forwarded, in writing, to the City of Ithaca Controller's Office within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the City are discovered too late to be corrected, the City will issue a "No Award" on those affected items and re-bid or quote will be made at a later date.
  - K. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.
  - L. The City of Ithaca reserves the right to request an extension of the term of this contract for any length of time up to twelve (12) months beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor/vendor.
  - M. The City of Ithaca reserves the right to cancel this contract on 30 days written notice to the contractor.
26. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the City as directed by the shipping instructions. The successful bidder will be required to furnish proof of delivery in every instance.
27. The successful bidder shall clean up and remove all debris and rubbish resulting from their work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the building broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
28. Equipment for trade-in shall be dismantled by the successful bidder and removed at their expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is" condition. Equipment is available for inspection only at the delivery point unless otherwise specified.
29. Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the Occupational Safety and Health Act (OSHA).

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30. Placing in the mail of a Notice of Award and/or purchase order to a successful bidder, to the address given in bid proposal, will be considered sufficient notice of acceptance of contract. The award shall bind the successful bidder on their part to furnish and deliver at the prices and in accordance with the condition of this bid.
31. The City of Ithaca is an Equal Opportunity Employer with an Affirmative Action Program. The contractor shall comply with all the provisions of the laws of the State of New York and the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.
32. All questions about the meaning or intent of the Contract Documents are to be directed to Gary Farwell (607) 272-1234. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda posted on the City's web site at [www.cityofithaca.org/bids](http://www.cityofithaca.org/bids). Questions received less than ten days prior to the date for opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.
33. It is the responsibility of each bidder, before submitting a bid to: **(a)** examine the Contract Documents thoroughly; **(b)** visit site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work; **(c)** consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work; and **(d)** study and carefully correlate bidder's observations with the bid documents.

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**SWEATFREE PROCUREMENT**

On September 7, 2011, the City of Ithaca Common Council approved the City's Sweatshop-Free Procurement of Apparel and Textile policy. The policy mandates that all City purchases of apparel or textiles, in excess of \$1,000, must be confirmed to be "sweatshop-free" – i.e., whose products are confirmed by a credible, independent source to be manufactured or assembled without violating applicable wage and hour, labor, safety, health, environmental, building, fire, or anti-discrimination laws or standards.

The policy is designed to protect fair and open competitive bidding by affirming that the manufacture of apparel and textiles in violation of reasonable labor or human rights standards is an improvident, fraudulent, and corrupt practice, and purchase of such goods is not a prudent or economical use of public money.

Vendors will be required to either provide a certification that the contract apparel or textiles have not been manufactured under sweatshop conditions or provide sufficient information so that City staff may confirm certification as sweatshop-free by use of Sweatfree Purchasing Consortium data. The certification is required upon submission of the bidding documents, a copy attached within or and a sample form may be obtained from the Office of the City Controller. Certification may also be established by providing certification from the Sweatfree Consortium (see [http://buysweatfree.org/for\\_vendors](http://buysweatfree.org/for_vendors) for more information).

*Please note that before the City may execute any contract for procurement of apparel or textiles in an amount larger than \$20,000, the vendor must provide the manufacturer and physical address of the factory (also known as, "cut & sew operation") where the apparel is produced.*

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**SWEATFREE SELF CERTIFICATION**

Contracting Vendor's Affidavit that Apparel or Textiles are produced or manufactured in accordance with the City of Ithaca's Policy on Sweatshop-Free Procurement of Apparel and Textiles, passed in September 2011.

**Please note that the Contracting Vendor may register with the Sweatfree Purchasing Consortium and provide a Declaration of Compliance Form, in lieu of completing the affidavit below. For more information about the Sweatfree Purchasing Consortium Declaration of Compliance Form, please visit [http://buysweatfree.org/for\\_vendors](http://buysweatfree.org/for_vendors).**

1. I, \_\_\_\_\_ (*name*), as \_\_\_\_\_ (*title*) for \_\_\_\_\_ (*company name*), hereinafter "Contractor", affirm that to the best of my knowledge, Contractor and any subcontractors shall manufacture textiles and apparel in accordance with the criteria set forth in Ithaca City Code Section 39-4, which prohibits the purchase of textile or apparel manufactured with the use of sweatshop work

2. In support of the above affirmation, I provide the following information about Contractor's supply chain and understand that this information is provided and will be shared with the Sweatfree Purchasing Consortium, of which the City of Ithaca is a member.

a) Subcontractors, including any suppliers or brands, used in the performance of this contract with the City of Ithaca are as follows:

Company Name

Company Address

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b) Manufacturing operations, including cut and sew factories, used in the performance of this contract with the City of Ithaca are as follows:

Operation Name

Location

Address

Telephone

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3. I affirm that the Contractor has taken the following steps to verify that subcontractors and manufacturing operations in the supply chain for apparel and textiles which are to be sold to the City of Ithaca are in compliance with the Sweatshop-Free Procurement of Apparel and Textiles Policy (e.g. internal policies to ensure fair labor practices throughout the supply chain or proof of other applicable certifications):

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4. Contractor agrees that it will submit to the independent monitoring of the manufacturing facilities of it or any of its subcontractors at the request of the City of Ithaca in order to verify its compliance with this agreement. Contractor also agrees that it is responsible for ensuring that its subcontractors comply with the provisions of the monitoring agreement.

Contractor affirms that all the above is true.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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**BIDDER'S QUALIFICATION STATEMENT**

The undersigned Bidder guarantees the accuracy of all statements made herein. Please print in ink or type in the spaces provided.

This statement of Bidder's qualifications is required of all Bidders as part of their Bid and is in partial fulfillment of requirements of the Instructions to Bidders. Additional data on Bidder's qualifications may be required from selected Bidders after the Bid opening. Please indicate if statement is not applicable.

1. How many years has your firm been in business? \_\_\_\_\_ Years
  
2. Have you ever failed to complete a contract awarded to you? YES \_\_\_\_ NO \_\_\_\_ If YES, state where and why.

Upon request, I agree to expand the foregoing statements.

_____ Company Name	BY: _____ Authorized Signature
_____ E-mail Address	_____ Phone Number

**BID SPECIFICATIONS  
WORK UNIFORMS AND ACCESSORIES**

**ORGANIZATION OF SPECIFICATION**

- I. GENERAL SPECIFICATIONS
  - A. Vendor's Service Requirements Under Contract
  - B. Delivery Requirements
  - C. Ithaca Fire Department Particulars
  - D. Bidding Requirements
  
- II. GARMENT SPECIFICATIONS
  - A. General Specifications
  - B. Itemized Specifications

**INTENT OF SPECIFICATIONS**

It is the intent of these specifications to obtain various garments that comprise the authorized uniform for 70+ employees of the City of Ithaca Fire Department. Additionally, these specifications are intended to insure accurate sizing of employees by the vendor for garments ordered, prompt and efficient delivery of ordered goods, rapid turnaround on any adjustments required and prompt payment by the City of Ithaca for goods received. The garments purchased must be of high quality, uniform both in appearance and color, and durable.

The contract will be valid for 1 year from the date of bid award with the City reserving the right to extend the contract for 1 additional year at its option.

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**I. General Specifications**

A. Vendor's Service Requirements Under Contract

1. A qualified representative of the successful bidder shall visit the City of Ithaca Fire Department (IFD) at 310 West Green Street, Ithaca, NY, no less than four times, or as many times as necessary to obtain measurements and other ordering information for each of the employees of IFD, and to secure all final details pertinent to the timely processing of the order. Scheduling for such visits shall be done through the Clothing Officer as designated by the Fire Chief.  
Will Comply: Yes \_\_\_ No \_\_\_
2. At these measuring sessions, the vendor will provide adequate numbers and sizes of on-site samples of the garments to be supplied for try-on purposes.  
Will Comply: Yes \_\_\_ No \_\_\_
3. The successful vendor shall maintain a record of all employees' sizes so that the employee name and/or badge number may reference subsequent orders without the need for re-measuring.  
Will Comply: Yes \_\_\_ No \_\_\_
4. In order to efficiently service the account, the successful vendor will establish a regularly scheduled time to visit IFD that is acceptable to IFD. This will be done no more frequently than once per week, or less frequently than once per quarter.  
Will Comply: Yes \_\_\_ No \_\_\_
5. The vendor shall have the capability of manufacturing garments on premises so that unusual sizes or special orders may be supplied without delay. This also implies and requires the ability to do on-site tailoring as well.  
Will Comply: Yes \_\_\_ No \_\_\_
6. The vendor shall cross reference all invoices with the purchase order number and include the purchase order number on the invoice for each order made.  
Will Comply: Yes \_\_\_ No \_\_\_

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**B. Delivery requirements**

1. Goods must be received by IFD within four calendar weeks after receipt of the order. IFD reserves the right to cancel any order not received within the required time.  
Will Comply: Yes \_\_\_ No \_\_\_
2. With the exception of triple extra large or larger, and extra small sizes, all items ordered at one time must be delivered at the same time.  
Will Comply: Yes \_\_\_ No \_\_\_
3. The Vendor must accompany the complete order at delivery and no less than three other times in order to fit check all delivered garments. Scheduling for such delivery visits must be done through the Clothing Officer as designated by the Fire Chief. Garments that do not fit properly will be returned with the vendor immediately and the correct size or other adjustment shall be ordered in its place.  
Will Comply: Yes \_\_\_ No \_\_\_

**C. City of Ithaca Fire Department Particulars**

1. Shirts, duty jackets and services suits require IFD cloth patches to be sewn on the left sleeve and for certain employees, New York State Emergency Medical Technician (EMT) patches to be sewn to the right sleeve. IFD and EMT patches are to be affixed  $\frac{3}{4}$  of an inch from the shoulder seam, and centered on the sleeve. The vendor may make no additional charge for this work. IFD will provide the Fire Department patches to the vendor.  
Will Comply: Yes \_\_\_ No \_\_\_
2. The successful vendor shall provide embroidered (employee) names on each uniform shirt, duty jacket, or service suit. The embroidered letters shall be one-half inch, block style lettering. Names shall be in the following format: first initial – period – last name (e.g. B. WILBUR). The letters shall be white for blue garments and blue for white garments. Samples or embroidered letters shall be submitted for approval prior to order. Names will be located over the right breast pocket, with the bottom of the name aligned immediately above the pocket flap seam. In addition, blue colored garments for lieutenants shall have the word “LIEUTENANT” embroidered over the left breast pocket, similarly to the name. For “job shirts” the name (1/2 “block lettering) and rank (1/4” block lettering, under name) shall be over the right chest and the Ithaca Fire/Rescue logo shall be embroidered over the left chest.  
Will Comply: Yes \_\_\_ No \_\_\_

**BID SPECIFICATIONS  
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D. Bidding Requirements

1. Bidders must complete the “Will Comply” certification after each item in these specifications. These specifications must be returned with the bid. Any deviation from these specifications must be clearly stated in writing with an explanation as to the nature of the deviation and the manner in which the substitution will meet the intent of these specifications.

Will Comply: Yes \_\_\_ No \_\_\_

2. Each Bid Sheet must show the manufacturer’s name and model/style for each item bid.

Will Comply: Yes \_\_\_ No \_\_\_

3. Detailed specifications for each garment that is bid which is of a manufacturer or style other than that specified must be provided.

Will Comply: Yes \_\_\_ No \_\_\_

4. Pre-Award Samples

- a) Bidders shall submit to IFD, at 310 West Green Street, Ithaca, New York, 14850, samples of each of the uniform garments proposed or included in the bid. Samples must be received no later than     February 1, 2019    . A longer period of time will be considered excessive and the bid may be rejected. Failure to have pre-award samples to IFD by the specified time will be sufficient cause for rejection of bid.

Will Comply: Yes \_\_\_ No \_\_\_

- b) The sample garments submitted must meet or exceed the minimum specifications before a bid can be awarded. Samples must be of the same materials, quality, style, construction, workmanship, and finish as those proposed to be furnished. Failure of the sample garments to meet the specifications may result in disqualification of the bidder.

Will Comply: Yes \_\_\_ No \_\_\_

- c) Samples must be supplied without cost to IFD and if the bidder is successful, the bidder’s pre-award samples will be retained for the term of the contract to assure delivered goods are in compliance to the specification.

Will Comply: Yes \_\_\_ No \_\_\_

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d) Each sample must carry a tag listing the name of the bidder, bid opening date, item number and size.  
Will Comply: Yes \_\_\_ No \_\_\_

e) It must be clearly understood that the pre-award samples will be used for two purposes including: (1) to determine the quality of workmanship and conformance to the specification, and (2) to determine the lowest qualified reserves the right to reject any bidder whose award samples do not meet the specifications. Any determination by IFD as to whether a bidder's pre-award samples meet the required specifications shall be final.  
Will Comply: Yes \_\_\_ No \_\_\_

5. In order to maintain a uniform appearance and to obtain the most advantageous pricing for IFD, IFD reserves the right to award to the aggregate low bidder, or to award by item, or groups of items. The right is also reserved to award the bid to the lowest responsible bidder, as provided for in section 103 of the New York State General Municipal Law.

6. In determining "the lowest responsible bidder", the reputation of the bidder may also be considered and therefore each bidder must supply a list of several orders of similar size supplied in the past five years to similar sized fire departments as references.  
Will Comply: Yes \_\_\_ No \_\_\_

**II Garment Specifications**

**A. General Specifications**

1. All items bid must be manufactured in the United States of America.  
Will Comply: Yes \_\_\_ No \_\_\_

2. All fire resistant (FR) clothing must be manufactured to meet the requirements of NFPA 1975, "Standard on Station/Work Uniforms for Fire Fighters", 1990 edition. Bidders must provide certification to this effect at the time of bid opening.  
Will Comply: Yes \_\_\_ No \_\_\_

3. Mens and Womens cuts must be available in all shirts and trousers.  
Will Comply: Yes \_\_\_ No \_\_\_

**BID SPECIFICATIONS  
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4. Garments to be supplied must be “alterable”; meaning that tailoring of the garment is possible.  
Will Comply: Yes \_\_\_ No \_\_\_
5. Colors to be provided are either dark navy blue or white. All garments supplied must remain color consistent with each other when laundered.  
Will Comply: Yes \_\_\_ No \_\_\_
6. The City of Ithaca passed a resolution to become a member of the Sweatfree Purchasing Consortium, effective January 1, 2013. All uniform products purchased by The City of Ithaca must be certified Sweat Shop Free.  
Will Comply: Yes \_\_\_ No \_\_\_

**B. Itemized Specifications**

1. The following list describes the garments to be bid. Generally they are described in generic and specific terms. The specific terms list a manufacturer and model/style number. This is not to exclude other manufacturers or products, but rather is to illustrate specifically the type of garment desired, including material, manufacturing details, and special features. Full manufacturer’s specifications for each item marked with an asterisk are available upon request. Garments bid to meet these specifications must be the garments specified, or equal to the garment specified. The bidder must provide adequate and clear demonstration of equivalency.  
Will Comply: Yes \_\_\_ No \_\_\_
2. Items to be bid are listed on the next page, with item number, description, manufacturer and model/style number provided, or a brief description of the garment to be supplied is provided. The following is a guide to manufacturer names listed:

Red Kap = Red Kap  
545 Marriott Drive  
Suite 200  
Nashville, TN 37214

Blau = Blauer Manufacturing Company  
20 Aberdeen Street  
Boston, Massachusetts

**BID SPECIFICATIONS  
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ITEM	DESCRIPTION	MFG	M/S #
1	Trousers, Men's, Poly/Cotton, Navy	Blau	8836
2	Trousers, Women's, Poly/Cotton, Navy	Blau	8836W
3	Trousers, Men's, FR, Navy	Blau	8250
4	Trousers, Women's, FR, Navy	Blau	8250W
5	Duty Shorts	Blau	8846
6	Duty Shorts, Woman's	Blau	8846W
7	Shirts, Short Sleeve, Men's, Poly/Cotton, Navy	Blau	8741
8	Shirts, Short Sleeve, Women's, Poly/Cotton, Navy	Blau	8741W
9	Shirts, Short Sleeve, Men's, FR, Navy	Blau	8256
10	Shirts, Short Sleeve, Women's, FR, Navy	Blau	8256W
11	Shirts, Long Sleeve, Men's, Poly/Cotton, Navy	Blau	8731
12	Shirts, Long Sleeve, Women's, Poly/Cotton, Navy	Blau	8731W
13	Shirts, Long Sleeve, Men's FR, Navy	Blau	8255
14	Shirts, Long Sleeve, Women's FR, Navy	Blau	8255W
15	Shirts, Short Sleeve, Men's, Poly/Cotton, White	Blau	8421
16	Shirts, Short Sleeve, Women's, Poly/Cotton, White	Blau	8421W
17	Shirts, Long Sleeve, Men's, Poly/Cotton, White	Blau	8431
18	Shirts, Long Sleeve, Women's, Poly/Cotton, White	Blau	8431W
19	Polo Shirt, S/S, B.Cool Performance, Navy	Blau	8139
20	Polo Shirt, S/S, B.Cool Performance, White	Blau	8139
21	Job Shirt, pullover, 100% Cotton	Blau	4605
22	V-Neck Commando Sweater, Navy	Blau	225
23	Service Suit (coveralls), long sleeve, Twill, Navy	Red Kap	CT10NV
24	Duty Coat, Gore-Tex shell, with liner, Navy	Blau	9970-50
25	Duty Coat, Gore-Tex shell, with liner, ANSI class II reflective package.	Blau	9970V-50
26	Duty Parka, CrossTech shell, with zip out liner	Blau	9848-50
27	Duty Parka, CrossTech shell, with zip out liner, ANSI class III reflective package.	Blau	9848V-50
28	All weather pants, CrossTech, with snap out liner included, Navy	Blau	9825Z
29	Belt, black leather, 1 1/8" and 1 1/2" wide		
30	Bi Component Polo Navy	Blau	8131
31	Bi Component Polo White	Blau	8131
32	Trouser 4 pkt Navy Men	Blau	8821
33	Trouser 4 pkt Navy Women	Blau	8821W



## WAIVER OF IMMUNITY CLAUSE

The bidder hereby agrees to provisions of Section 103-a of the General Municipal Law, which requires that upon refusal of a person, when called before a grand jury, head of city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority, or with any public department, agency or official of the state or of any political subdivision thereof, of or a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) such person, and any firm, partnership or corporation of which he/she is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal, and
  
- (b) any and all contracts made with any municipal corporation, or any public department, agency, or officer thereof on or after the first day of July 1959, or with any fire district, or agency, or official thereof on or after the first day of September 1960, by such person, and by any firm, partnership or corporation of which he/she is a member, partner, director, or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

## NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder hereby certifies and affirms as true, under the penalties of perjury, that to the best of knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or any competitor;
  
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  
- (c) No attempt has been made or will be made by the bidder to induce any other person, partner, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Dated: \_\_\_\_\_ Bidder: \_\_\_\_\_

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

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_