



**PURCHASING ITEM
FOR
COUNCIL AGENDA**

1. Agenda Item Number:

22

2. Council Meeting Date:
September 13, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: August 27, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Fire

5. SUBJECT: Agreement #FD3-340-3133 for Fire Protective Clothing and Uniforms to Municipal Emergency Services, Inc. in an amount not to exceed \$201,975.

6. RECOMMENDATION: Staff recommends award of agreement #FD3-340-3133 for Fire Protective Clothing and Uniforms to Municipal Emergency Services, Inc. in an amount not to exceed \$201,975.

7. HISTORICAL BACKGROUND/DISCUSSION: The Fire Department selects a vendor to provide "Department approved" uniforms to the members of the Department. The members use an annual uniform allowance to purchase their individual uniforms. As uniforms are purchased throughout the year, amounts are deducted from each member's account. The account balances are tracked by the vendor and billing invoices are sent to Fire Administration monthly. This helps to insure that our Department members present the best appearance to the public and that they are provided with uniform items that meet national standards for safety. Also, Firefighters are provided with protective clothing that includes turnout coats, turnout pants, firefighting boots, and a firefighting helmet. The Department has an inspection program in which turnouts are inspected twice a year and it is determined if the turnouts need to be repaired and/or replaced. This inspection insures firefighting protective clothing is safe and meets compliance with the National Fire Protection Association (NFPA) guidelines.

8. EVALUATION PROCESS: On July 10, 2012, staff issued RFP FD3-340-3133 for the purchase of Fire Protective Clothing and Uniforms. The City received five offers from United Fire Equipment Company, Western States, Municipal Emergency Services, Inc., Ace Uniforms and Absolute Screen Printing. An evaluation committee made up of representatives from the Fire Department evaluated the offers received based on criteria set forth in the RFP which included product performance and quality; overall cost; company experience/references; service options; and overall responsiveness. The committee determined the proposal submitted by Municipal Emergency Services, Inc. provided the best responses to the criteria and therefore received the highest point value by the committee. The committee recommends award of the agreement to Municipal Emergency Services, Inc.

9. FINANCIAL IMPLICATIONS: \$201,975 is available in the Fire Department's Operating FY12/13 budget, \$161,975 from account 101.2210.5313 and \$40,000 from 101.2210.5343.

10. PROPOSED MOTION: Move to award Agreement #FD3-340-3133 for Fire Protective Clothing and Uniforms to Municipal Emergency Services, Inc. in an amount not to exceed \$201,975.

APPROVALS

11. Requesting Department

Scott Wall, Battalion Chief

12. Department Head

Jeff Clark, Fire Chief

13. Procurement Officer

Carolee Stees, CPPB

14. City Manager

Rich Dlugas

CITY OF CHANDLER PURCHASE CONTRACT
FIRE PROTECTIVE CLOTHING AND UNIFORMS
AGREEMENT NO.: FD3-340-3133

THIS AGREEMENT is made and entered into this ____ day of September, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Municipal Emergency Services, Inc., hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

- 1.1. **Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Fire Department Battalion Chief/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. **Ordering Instructions:** Authorized Fire Department employees may purchase any combination of items covered under this contract by telephone, fax, on-line or in person.
- 1.3. **Tracking Capability.** CONTRACTOR shall furnish tracking capability to ensure that no employee exceeds their annual uniform allowance. Tracking system shall track each eligible Fire Department employees' annual allowance to ensure that the employee has not overspent their own allowance and have the ability to produce usage reports to be provided to Chandler Fire Department for budget monitoring.
- 1.4. **Invoicing Instructions:** CONTRACTOR shall submit a monthly invoice for all authorized purchases to the Chandler Fire Department (CFD) for payment. At a minimum, the employee's name, date of purchase, items purchased, dollar amount to be paid by the CITY (total dollar amount purchased less employee paid amount), shall be noted on the invoice. CFD will use invoices submitted to track employee expenditures internally. Reports from the vendor's tracking system may be requested monthly.

2. GOODS AND SERVICES TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and services listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein.

- 2.1. **Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. **Product Discontinuance:** In the event that a required product or model is discontinued by the manufacturer, CITY at its sole discretion may allow CONTRACTOR to provide a substitute for the discontinued item. CONTRACTOR shall request permission to substitute a new product or model and provide the following:
 - A formal announcement from the manufacturer that the product or model has been discontinued.
 - Documentation from the manufacturer that names the replacement product or model.
 - Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
 - If requested by CITY, CONTRACTOR shall provide a sample of the replacement product.
- 2.4. **Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
 - 2.5. **Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
 - 2.6. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
 - 2.7. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
 - 2.8. **Payment.** A detailed invoice shall be issued for each month listing item numbers, description of items, sizes, quantities, unit prices, applicable taxes and extended totals for products/services provided. No payment will be issued prior to receipt of goods and/or services and receipt of a correct invoice.
 - 2.9. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
 - 2.10. **New Products.** New products announced by manufacturers on contract may be submitted by the CONTRACTOR for add-ons to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.
 - 2.11. **Delivery.** CONTRACTOR shall deliver any non-stocked item within fifteen (15) days of the original order. CONTRACTOR shall deliver special orders (unusual sizes) within thirty (30) days of the original order. CONTRACTOR shall ship (standard shipping) orders to each employee's home address at no additional charge, if requested by the employee. If employee requests non-standard (overnight) shipping methods, those charges will be paid by the City.
 3. **WARRANTY:** CONTRACTOR shall warranty all pants and shirts against fading for one year. CONTRACTOR shall state the warranty for all other items. Items not meeting the stated warranty shall be replaced by the CONTRACTOR at no charge to the City.
 4. **ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification

- 4.1. **Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 4.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed Two Hundred One Thousand Nine Hundred Seventy-five Dollars (\$201,975) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit A, attached hereto and made a part hereof by reference.
 - 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
 - 5.2. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
 - 5.3. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
 - 5.4. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
 - 5.5. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
 - 5.6. **Price Adjustment (Annual).** All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. Prior to commencement of subsequent renewal terms, CITY will entertain a fully documented request for price adjustment. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time the Contract was executed directly correlated to the price of the product concerned.
 - 5.7. **Acceptance by CITY.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
 - 5.8. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its products concurrent with a published price reduction made to other customers.
6. **TERM:** The contract term shall be September 15, 2012 through September 14, 2013 subject to mutually agreed upon additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years. Additionally, the contract may be extended unilaterally for a period of thirty-one days or a portion thereof.

7. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like goods and materials from another source to secure significant cost savings or when timely delivery cannot be met by CONTRACTOR.

7.1. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7.2. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

8. CITY'S CONTRACTUAL REMEDIES:

8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.

8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. **Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. TERMINATION:

9.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

9.2 **Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR 'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

- 9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.
- 9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.
- 9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.
- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without

further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.

10. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
11. **DISPUTE RESOLUTION:**
 - 11.1 **Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
 - 11.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
 - 11.3 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
 - 11.4 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

<p>In the case of CITY Department: <u>Fire Department</u> Contact: <u>Triana Dowrick</u> Mailing Address: <u>PO Box 4008, MS 801</u> Physical Address: <u>151 E Boston Street</u> City, State, Zip: <u>Chandler, AZ 85225</u> Phone: <u>480-782-2146</u> FAX: <u>480-782-2150</u></p>	<p>In the case of the CONTRACTOR Firm Name: <u>Municipal Emergency Services, Inc.</u> Contact: <u>Kimberly Olson</u> Address: <u>2330 W University Drive #10</u> City, State, Zip: <u>Tempe, AZ 85281</u> Phone: <u>480-967-6100</u> FAX: <u>480-967-6101</u></p>
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Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. GENERAL TERMS:

- 14.1. Entire Agreement:** This Contract, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.
- 14.2. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.3. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
- 14.4. Conflict of Interest:**
 - 14.5.1 No Kickback:** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.
 - 14.5.2 Kickback Termination:** CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).
 - 14.5.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

- 14.5. **Independent CONTRACTOR:** The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 14.6. **No Parole Evidence:** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 14.7. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
- 14.8. **Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of September, 2012.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

Mayor

By: *Kimberly J. Olson*
Signature

ATTEST:

SEAL

ATTEST: If Corporation

City Clerk

Secretary

Approved as to form:

City Attorney
SKM

**EXHIBIT A
TECHNICAL SPECIFICATIONS**

CONTRACTOR shall supply the following services:

- Measuring services at CONTRACTOR's facility for all authorized Chandler Fire personnel.
- Installation of patches, hemming of pants and other minor alterations of garments as needed at no additional charge.
- Chain-stitch patches (City to provide patches for installation) 1" below the top shoulder seam of sleeve and centered on the outer facing of sleeve.
- Silk-screen (no iron-on) Chandler logos as necessary on garments at no additional charge. Silk-screens shall be white in color and be heat resistant and durable under wash and wear for blue shirts and silk-screens shall be navy blue in color for white shirts and be heat resistant and durable under wash and wear. Silk-screens for Fire Investigator navy blue t-shirts shall be golden yellow. CITY will provide artwork for all required logos, but will not pay for set-up fees or artwork for silk-screens.
- Embroider Chief Officer polo shirts (white shirt with navy blue embroidery and blue shirt with white embroidery) on the front of shirts with no billboard on the back. CITY will provide artwork for all required logos, but will not pay for set-up fees or artwork for embroidery.

CONTRACTOR shall supply the following items on an as-needed basis, meeting the stated specifications:

A. FIRE PROTECTIVE COATS AND PANTS

1. Outer Shell Material: The outer shell shall be a PBI™/ Kevlar® or approved alternate blend reinforced with a minimum of 400 denier cables of High Strength Filament Kevlar® or approved alternate fiber in both the warp and fill directions.
2. Moisture Barrier Material:
 - The moisture barrier shall be two layer Crosstech® Black or approved alternate – Type 2F, which is comprised of a Crosstech® membrane laminated to a Nomex® or approved alternate pajama check substrate; weighing a total of 5 oz. /sq. yd.
 - All moisture barrier seams shall be sealed with Gore-Seam tape using Series 5000EF Gore-Seam sealing machine.
 - All edges shall be finished so no raw edges are exposed.
3. Thermal Liner Material: The thermal liner and face cloth shall be high performance materials. The complete composite shall have a Thermal Protective Performance (TPP) of not less than 39, while exceeding a Total Heat Loss (THL) of 270. Reduced friction to enhance ease of movement is also desirable. Thermal liner and face cloth materials may be selected by Manufacturer with approval.
4. Performance Requirements: TPP and THL shall be based on the three layer garment composite consisting of the outer shell, moisture barrier and thermal barrier. The Conductive and Compressive Heat Resistance (CCHR) and Stored Energy, shall be based on the three layer garment composite plus any supplemental layers required to meet the requirements.
 - The composite shall have a TPP of not less than 39 when tested in accordance with NFPA 1971, most current edition.
 - The composite shall have a THL rating of not less than 270.
 - The composite shall have a CCHR rating of not less than 75 wet in the shoulder cap area of the jacket. This rating shall be uniform, with no gaps in protection, throughout the shoulder area. The pant knee area shall exhibit a CCHR rating of not less than 90 wet. This rating shall be uniform throughout the knee and cover the area under the knee reinforcement
 - Any additional layers applied to outside of the coat sleeve, excluding those areas identified in NFPA 1971, 2012 edition, shall have Stored Energy of at least 150.

5. Retro-reflective Trim: The retro-reflective trim shall be three (3) inches.
6. Hook and Loop: All hook and loop fastener tape shall be manufactured by Velcro USA or YKK, black in color and flame resistant.
7. Certification:
 - All components and composites used in the construction of garments shall be 100% third party tested for compliance to the current edition of NFPA 1971. Upon publication of the requirements of NFPA 1971, 2012 edition, the manufacturer shall supply documentation showing proof that all new requirements have been met as well as a copy of the original test data to show proof of certification. All certification tests shall be conducted by a third party.
 - The certification label of the third party organization shall denote such certification.
 - The manufacturer shall be certified to ISO 9001.
8. Garment Labeling and Identification: Each garment shall have a garment label(s) permanently and conspicuously attached stating the following language, as well as detailed warning instructions provided by the manufacturer.
 - THIS GARMENT MEETS THE GARMENT REQUIREMENT OF NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, 2012 EDITION.
 - Each individual garment shall bear, prominently displayed, an identification that allows its original manufacturer's garment identification number, size, date of manufacture, and batch of materials to be traced for the purpose of warranty and liability information. The ink used for entering this information shall be capable of surviving normal use and washing and remain readable for the life of the garment.
9. User Information: Each garment shall include a User Information Guide with information required by NFPA 1971, most current edition standard.
 - A videotape containing information on the sizing, cleaning, maintenance, inspection, use and retirement of structural protective turnout coats and pants shall be provided if available.
10. Research and Development: Assistance with ever-changing advancements in technologies of fabrics and designs for protective clothing will be required as follows:
 - The manufacturer and a representative of Chandler Fire Department shall conduct a research and development meeting to discuss fire protective coats and pants at a mutually agreed place and time, once per contracted year. This meeting shall be at no cost to the City of Chandler.
 - The manufacturer shall provide, at no cost to the City of Chandler, a maximum of two (2) protective coats and two (2) protective pants for wear test each contracted year, if requested. The test coats and pants shall be constructed using new technology, but fabrics and designs must be approved by Chandler Fire Department prior to construction.
11. Sizes:
 - Finished coats shall be available in even chest sizes from size 34" through infinity. Standard coat length shall be 35" in length for the long and 32" for the short. Sleeve length shall be proportional to chest measurement and shall be available in any requested length. The coats shall be fitted so that access to pockets will not be compromised when breathing apparatus is in place.
 - Finished pants shall be available in even waist sizes measurements from 28" through infinity. Inseam measurements shall be available in 2" increments from 26" through infinity. There shall be no alpha sizing, numerical only.
 - Custom size patterns and custom fitted coats and pants shall be available at the contracted price, as required for all Fire Department personnel.
12. Stitching: All stitches shall be formed in accordance with seam requirements of NFPA 1971, current edition. All seams including trim attachments shall use a lock-type stitch, 8 stitches per inch (+ or - 1

inch) except felled seams. All thread shall be Nomex® Thread. No raw edges shall exist on any fabric.

13. **Stress Points:** Coat and pants outer shell stress points such as, upper and lower pocket corners, pocket flap corners, top and bottom of fly flap, as well as the upper and lower corners of the storm panel, shall be reinforced with bar tacks.
14. **Metal Contact Prevention:** The coat and pants shall be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waist band of the pants. This shall apply to the use of all rivets, snaps, hooks, dee rings or any other metal used to assemble the coat or pants.

B. COAT ASSEMBLY

The coat shall be of a 3-panel construction in all layers. The coat length shall allow both a long and short version. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure - 35" in length for the long and 32" for the short. Sleeves shall be graded to size of the full length and of shoulder insert, 2- panel type design.

1. **Moisture Barrier and Thermal Liner Assembly:**
 - The design shall be compatible with the outer shell as to provide a tailored fit so that the liner does not gap, pull or otherwise restrict body movement.
 - The neck of the thermal liner and moisture barrier shall 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.
 - The liner shall have an internal pocket measuring approximately 8.5" x 8.5" made of 6 oz. minimum aramid fabric.
2. **Collar and Throat Strap:** The collar shall be 3" tall; such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. The collar shall provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat. The outer-most layer of the collar shall be of the specified outer shell material. The inner-most layer facing the wearer's body shall be of the specified outer shell material. The collar shall be snug fitting and shall completely cover the neck and throat area when in the raised position. The raised height shall be 3" tall, with a contoured overlap at the front of the coat. Collar shall be of such design so as not to interfere with the SCBA face mask, or helmet. When examined prior to donning, the turned-up collar shall completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection. The collar shall be secured with 2" x 4" of loop on the left outside of the collar and 2" x 4" of hook on the right inside of the collar.
3. **Collar Hanger Loop:** An external hanger loop constructed of a double layer of outer shell material shall be provided on the outside of the coat at the collar seam. Loop shall be attached to outer shell using a bar tack stitch. It shall be designed to provide long service, and shall 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.
4. **Thermal Liner:** The thermal liner shall include a corresponding 1" minimum inward fold approximately 1½" from each sleeve seam at the shoulder. This fold shall provide for coat expansion when extending arms forward and shall interface with the inverted pleats of the outer shell to maximize mobility and function of the outer shell and thermal liner.
5. **Back Yoke:** In addition to the thermal liner, supplemental enhancements shall be provided for increased thermal protection. The thermal enhancement material shall be located in the upper back portion across the upper back from the collar seam to 11" down and across the back ending at each armhole.

6. Shoulder Caps: Supplemental thermal enhancements capped with outer shell material for abrasion resistance and thermal protection shall be added to the upper shoulder area between the collar and the sleeve. The shoulder cap shall be 6" long and 4" inches wide.
7. Sleeves:
 - The sleeve construction shall be used in all layers of the coat outer shell, moisture barrier, thermal liner, ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. The construction shall extend to all inner layers of the coat to increase the fit and freedom of movement.
 - In addition to the thermal liner, supplemental enhancements shall be provided for increased thermal protection. The thermal enhancement material shall be located in the upper portion of the sleeve and shall extend 8" down from the shoulder and sleeve seam. The thermal enhancement will insulate 50% of the sleeve circumference around the outer portion of the sleeve.
8. Cuffs:
 - Shell cuffs shall be reinforced on the inside and outside with two layers of PBI or approved alternate outer shell material 2" in width around the full circumference of the opening. Cuff reinforcements shall be sewn to the shell with no less than two rows of stitching. There shall be a sleeve well to prevent water and debris from entering the sleeve when arms are in a raised position. The thermal liner and moisture barrier shall extend to within 1" of the sleeve end. There shall be no break in thermal protection between the thermal liner assembly and the thumbhole wristlet.
 - An internal thumbhole wristlet shall consist of a 2-ply knit PBI/Spandex or 48% Nomex/48% Kevlar and 4% Spandex, or approved alternate for superior recovery. Wristlets shall extend not less than 8" completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the thermal liner and moisture barrier providing extended thermal and slash protection. Thumb tabs sewn to standard wristlets are not considered a thumbhole wristlet.
9. Hem: The bottom of the outer shell shall be hemmed by using two rows of stitching set ¼" apart.
10. Front Closure: There shall be continuous thermal and moisture protection around the coat including the coat front area beneath the storm flap.
 - The front closure shall consist of 4 snap hooks set at the right side of the coat front, underneath the storm flap, with 3 leather reinforced rivets. Opposite of each snap hook, a corresponding dee-ring shall be set with 2 leather reinforced rivets to the underside of the left front leading edge.
 - Storm flap shall measure not less than 5" wide, not less than 26" in length and be composed of two layers of outer shell material with a single layer of Arafil material sandwiched in between. The orientation of the Arafil will be with coated side facing outward.
 - The storm flap closure shall consist of 2" wide loop on the inner side of the storm flap and 2" hook attachments on the right coat front. The hook and loop closure shall extend the full length of the outer storm flap, eliminating all exposed hardware in order to prevent interference while opening fire hydrants.
11. Pockets, Flaps and Closures:
 - The coat shall have two outside half bellows pockets sewn to the lower portion bottom of the coat outer shell, on each side of the front closure so that the pocket is accessible while wearing the SCBA.
 - The pockets shall measure 10" (+ or - ½") wide and 8" (+ or - ½") high. The pockets shall expand by means of side and bottom gussets that measure 0" in front and 1 ½" in back.

- The pockets shall be constructed using the specified outer shell material as the coat. If the pocket intersects the bottom trim, the trim shall be located over the face of the pockets to align up directly with the coat's bottom trim line.
- The entire inside of the pocket shall be lined with Kevlar® twill material. Polymer coated Aramid (Gold) shall be sewn to the Kevlar® twill material inside the pocket to at least the bottom 4" of the pocket on the front, back, both sides, and the bottom. Bar tacks shall be used to keep the inner liner from pulling out. Drainage of moisture shall be provided by two rustproof eyelets. Eyelets shall be located at the bottom corners of the outer shell pockets. Eyelets shall drain the entire pocket, shell and interior liner.
- The pocket flaps shall be rectangular in shape, constructed of double layer outer shell material and shall be a full 1" wider (½" per side) than the width of the pocket, and overlap the fully opened pocket by 2" minimum. The flaps shall be reinforced at each top corner with a bar tacked. Pocket flaps shall be fastened with two hook/loop fastener strips, 3" long each by 2" wide. Loop strips shall be sewn to the pocket, hook strips shall be sewn to the pocket flaps no more than a ¼" inch from the side and lower edges. (Hook and loop shall be applied so that proper alignment occurs when pockets are empty or full).
- On the exterior portion of the right and left pockets an extra piece of loop shall be sewn between the other two pieces of loop. This extra piece of loop shall measure 2" wide positioned vertically starting at the top of the pocket and stopping at the top of the pocket trim.

12. Special Purpose Pockets:

- There shall be a radio/flashlight pocket located on each breast (left and right), parallel with the storm flap, 6" (+ or - ½") below the edge of the shoulder cap. These pockets shall measure 9" (+ or - ½") high by 4" (+ or - ½") wide and 2" deep. Pockets shall be constructed of outer shell material. The pockets shall be reinforced with a bar tack. Drainage of moisture shall be provided by two rustproof eyelets.
- The pocket flaps shall be rectangular in shape, constructed of double layer outer shell material and shall be a full ½" wider on each side than the width of the pocket and have a total height equal to the thickness of the pocket's bottom gusset, plus 3". They shall be reinforced at each top corner by means of bar tacking. The pocket flap shall close the pocket top with a 3" X 2" hook and loop system, mounted so the loop is on the pocket flap and hook is on the underside of the flap.
- A Fire Resistant (FR) thread embroidered American flag shall be sewn to the wearer's left pocket flap on the left radio pocket. An FR thread embroidered Arizona flag shall be sewn to the wearers right pocket flap on the right radio pocket.

13. Elbow Reinforcement: The sleeve shall have an elbow pad throughout all layers which shall provide a natural bend in the sleeve. This pad shall be set on the back of each sleeve, measuring half of the width of the sleeve and a minimum of 6" at the highest point. The outer shell reinforcement shall consist of outer shell material for abrasion resistance and thermal protection.

- In addition to reinforcement, elbows shall be padded. The padding material shall be oriented between the outer shell and elbow reinforcement.

14. Microphone Tabs: The mic tabs shall be constructed of double layers of outer shell material and encase a piece of rigid leather, measuring approximately 3/16" thick x 3" long x 3/4" wide. Two mic tabs shall be located horizontally on the right and left breast, 2" below the edge of the shoulder cap and centered above the pocket. They shall be reinforced with two vertical bar tacks on each edge of the mic tab.

15. Special Purpose Ring: The special purpose ring shall be constructed of double layer outer shell material, 1" wide x 4" long, folded in half to form a loop, and shall be affixed to the left chest level with the top of radio pocket located between radio pocket and storm flap by means of two bar tacks at the top. The loop shall face vertical, and hold one nickel plated 1" metal ring.

16. Glove Holder: The glove holder shall be constructed of double layer outer shell material, 2" wide x 13" long. The glove holder shall face vertical, and be able to hold one pair of NFPA 1971 fire fighter gloves. Each end shall have hook and loop attachments 2" x 3 ½" to form a loop, the hook portion on top and the loop portion on the bottom and shall be affixed directly below the wearer's left breast pocket by means of four bar tacks and a box X stitch.

17. Reflective Trim Pattern:

- There shall be two horizontal bands of reflective trim sewn to the coat. One band shall be sewn completely around at the extreme bottom of the outer shell. The second one shall be sewn completely around the chest and back slightly below the arm pit of the outer shell.
NOTE: THIS MAY REQUIRE SEWING TRIM TO THE FRONT FACE OF THE POCKETS PRIOR TO ASSEMBLY.
- There shall be two vertical strips of reflective trim between the two horizontal bands of trim, on the back of the coat. Each strip shall be sewn at the extreme left and right side of the back, forming a box. Each vertical strip shall be visible while wearing an SCBA. The ends of each vertical strip shall be sewn under the horizontal bands.
- There shall be one circumferential strip of trim around each sleeve located between elbow patch and cuff.
- All trim shall be attached with two rows, on each side, of lock stitching to prevent tearing and unraveling.

18. Drag Rescue Device (DRD): Each coat assembly shall have a DRD installed.

19. Accountability Panel Attachment:

- Each coat shall have the attachments for the removable accountability panel located in the rear at the bottom hem of the coat.
- The attachment shall be exactly the same for all sizes, on all coats, to permit changing out the removable panels and to match existing coats and accountability panels.
- The attachments shall be 17 - 1/2" (+ or - ¼ ") long of loop sewn to the Inside bottom hem of the coat centered on both sides. The panel shall be securely fastened by two female snaps to prevent accidental detachment. The female snaps shall be centered 11 - 11/16" (+ or - ¼ ") apart. The center of the snap shall be 1/2" below the top of the loop. The panel is intended to be easily attached and removed, or replaced by the end user.

C. REMOVABLE ACCOUNTABILTY PANEL

Accountability Panels are material nameplates that attach at the bottom back of the coat. The purpose is to identify the fire fighter's name while operating on the fire ground. The panel will be ordered separate from the coats and shall be interchangeable on all coats.

1. Size: Each removable accountability panel shall be 3 ½" (+ ½" or - 0") wide plus the attachment by 18" (+ or - ½") long. The panel shall be tapered at each end.
2. Material: The material shall be black Kevlar®/Nomex® blend approximately 7oz. per sq yard.
3. Lettering: The lettering shall be 3" lime yellow retro reflective Scotchlite and shall be sewn on. Shorter letters will be allowed to fit longer names. The lettering shall be the names as provided by Chandler Fire Department at the time of order. There shall be no minimum order.
4. Accountability Panel Attachment:
 - Each removable accountability panel shall have the attachments match the attachments located in the rear at the bottom hem of the coat.
 - The attachment shall be exactly the same for all panels to permit changing out the removable panels and to match existing coats and accountability panels.

- The attachments shall be 17 - 1/2" (+ or - 1/4 ") long of hook sewn to the outside top of the accountability panel centered on both sides. To securely fasten the panel to prevent accidental detachment two male snaps will also be required. The male snaps shall be centered 11 - 11/16" (+ or - 1/4 ") apart. The center of the snap shall be 1/2" below the top of the hook. The panel is intended to be easily attached and removed, or replaced by the end user.

D. PANT ASSEMBLY

The pant should have a traditional design with a short rise.

1. Moisture Barrier and Thermal Liner Assembly:

- The design shall be compatible with the outer shell to provide a tailored fit so that the liner does not gap, pull or otherwise restrict body movement.
- The thermal liner and moisture barrier shall finish no more than 3" from the cuffs.
- The thermal liner and moisture barrier shall be completely detachable from the outer shell for the ease of cleaning.

2. Fly Flap:

- The outer shell shall have an overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 5" (+ or - 1/2") wide at the waistband, cut diagonally to the bottom of the fly, where it shall be bar tacked. The storm fly shall be held closed along its full length by means of a hook and loop fastener closure of 2" minimum width along the leading edge; for a distance of not less than 9" (+ or - 1/2") from the bottom of the fly closure to the waist area, for proper alignment and secure closure.
- Fly flap shall be fastened with a hook and dee assembly centered on a double thickness outer shell waistband. Hook shall be turned inside and affixed to the trousers on the right side. Dee shall be affixed to the outside of the fly flap. Rivets for fastening both hook and dee shall be backed by one piece of leather reinforcing material.
- Thermal fly assembly shall include a thermal liner and moisture barrier constructed with an extension on the left side at the waist of all layers of the fly opening to assure continuous thermal and moisture protection. This overlap shall be positioned between the layers of the outside storm fly.

3. Waistband:

- The waistband of the pants shall be constructed with two layers of an outer shell material not less than 1 3/4 " wide. The waist shall be turned under to provide double material strength. The independent waistband shall be double stitched to the outer shell.
- The attachment for the suspenders shall be at the top of the waistband and shall be tab style attachments. The use of suspender buttons as means of attachment are not acceptable.
- There shall be three self-fabric belt loops measuring 3" wide x 4" long located one on each side, right and left, as well as the middle of the back. A removable waist belt shall be installed in the belt loops.
- The waist of the thermal liner and moisture barrier shall 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.

4. Bellows Pockets, Flaps and Closures:

- There shall be two bellows pockets, one for each leg, centered on the lateral aspects of the thighs. The uppermost part of the pocket shall be 8" from the top of the waistband on the standard size and proportioned as appropriate for sizes other than the standard. The pockets shall measure 8" (+ or - 1/2") wide with a front height of 8" (+ or - 1/2") and a rear height of 10" (+ or - 1/2"). Pockets shall have inverted gussets of 1-1/2" in front, rear and bottom.
- The pockets shall be reinforced with Kevlar® twill fully lined on all 4 sides. The outside shall be reinforced with black leather 4" up the pocket on the front, both sides, and the bottom.

- Bar tacks shall be used to keep the inner liner from pulling out.
- The pocket flaps shall be rectangular in shape, constructed of double layer outer shell material and shall be 4" (+ or - ½") long and shall fit the contour of the pocket. The flaps shall be a full ½" wider, on both sides, than the pocket. The pocket and pocket flap shall have a hook and loop closure system. There shall be two sections, each 2" x 2". Loop fastener material shall be sewn to the pocket and equivalent size hook fasteners shall be sewn to the underside of the flap no more than ¼" from sides and lower edges. All points of stress shall be bar tacked. Drainage of moisture shall be provided by two rustproof eyelets. Eyelets shall be located at bottom corners of pockets. Eyelets shall drain the entire pocket, shell, and interior liner.
- On the exterior portion of the right and left pockets, an extra piece of loop shall be sewn between the other two pieces of loop. This extra piece of loop shall measure 2" wide positioned vertically starting at the top of the pocket and down at least 4" long stopping at the top of the pocket trim.
- The utility line attachment strap shall be constructed of double layer outer shell material. It shall measure 1" wide x 8" long, one end with a 1" wide x 2" long loop sewn on shall be affixed to the right and left inside pockets (coat side) by means of two bar tacks set ¾" apart from each other. The other end shall have a 1" wide x 2" in length hook sewn on. The strap folded in half shall form a loop 2" minimum. The utility strap shall be positioned horizontally and set close to the rear top corner.

5. Take-up Straps:

- One take-up strap shall be affixed to the outside of the pants on each side immediately above the hip, 1" to 1½" below the top seam. Each take-up strap shall be constructed of triple thickness outer shell material and shall be installed on each side of the trousers in the waist area on the outside of the garment. Each take-up strap shall be comprised of two sub-component straps.
- The back strap should be 1" wide and 4" long, folded in half to form a loop, and should be affixed to the rear of the back body panel by means of two bar tacks. The loop should face toward the front and hold two nickel plated 1" metal loops or equivalent.
- The front take-up strap should be 1" wide and 9 ½" long for adjustment. One end should be bar tacked, using two separate bar tacks, to the front body panel and positioned to allow the loose end to thread through the two 1" metal loops. After the take-up strap has been bar tacked, there should be a minimum of 6 ½" for adjustment. The metal loops should allow for adjustment and should firmly hold the take-up strap in the desired position.
- Hook and loop shall be used to secure the loose end of each take-up strap to the respective body panel. A 1" x 5" piece of loop fastener tape shall be installed horizontally on each respective body panel in front of the take-up strap. A 1" to 1½" piece of hook fastener tape shall be installed at the end of the take-up strap and shall be positioned to engage the loop fastener tape.
- An alternate design may be considered except postman buckles will not be allowed.

6. Knee Pads/Reinforcement: The knee shall be designed with freedom of movement in all layers. This design shall allow for maximum flexibility within the knee. The knee shall be reinforced with black split cowhide leather measuring not less than 8" (+ or - ½") across the bottom and top, not less than 11" (+ or - ½") from top to bottom. The bottom of the mobile knee shall be placed not less than 11" from the cuff.

7. Cuffs:

- For additional strength, abrasive resistance and thermal protection, cuffs shall be black cowhide leather. The reinforcement shall extend around the cuff on both the inside and outside and shall be sewn to the outer shell with two rows of stitching.
- Two female snap fasteners shall be set into tabs attached to the outer shell above the cuff, properly aligned for the purpose of affixing trouser liners.

- The cuff shall have a means to take-up slack in the interface area between the cuff and the boot, to reduce the likelihood of heat from coming up the pant leg.
- The cuff shall incorporate a means to prevent liquid from wicking up the leg above the boot and contacting the skin.

8. Reflective Trim Placement:

- Trouser trim shall be 3" Scotchlite™ II (triple trim) of lime/yellow/silver.
- The trouser trim shall be sewn with two rows, on each side, of lock stitching to prevent tearing and unraveling. One strip will be set full circumference around the bottom portion of the leg, 1" to 2" below the bottom of the knee pad.

E. SUSPENDERS

Suspenders shall make donning quick and easy. Trim and shoulder padding will be provided for increased safety and comfort.

1. Design:

- The suspenders shall be H-Back, non-stretch suspenders.
- There shall be three sizes, Short (36" max – 32" fully adjusted), Regular (42"max – 34" fully adjusted), Long (48"max – 40" fully adjusted) and Extra Long (46"max – 52" fully adjusted). Each size shall be permanently labeled.
- Custom sizes shall be available at no additional charge as needed to fit any end user.

2. Construction: The measurements listed below are for regular size but proportional adjustment shall be made for short and long sizes.

- The quick adjust shall be constructed with two 10" pull straps. Each strap shall be 2" wide non-elastic webbing fed through a 2" metal loop secured with a two-needle lockstitch at one end. A black military finish steel double dee ring, with teeth to reduce slipping, shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.
- The two shoulder straps shall be 18", constructed with 2" wide non-elastic webbing and fed through the top half of the steel double dee ring, and secured with a two-needle lock-stitch.
- The two back straps shall be 7", made of 2" wide elastic webbing sewn to the shoulder strap with a 2" overlap by a single-needle lock-stitch. The end of each back strap shall be fed through a 2" metal loop and secured with a two-needle lock-stitch.
- The horizontal back strap shall be 2" wide elastic webbing set perpendicular between the shoulder straps and back straps at the point of overlap forming an H in the back and secured with a two-needle lock-stitch. The horizontal back strap shall be 2 ½" between the back straps. Each attachment shall be reinforced with a two-needle lockstitch X through the overlap joining straps.
- The attachment for the suspenders shall match the tab style pant.
- There shall be a 13" shoulder pad attached to each shoulder strap. The shoulder pad shall be centered between the front and back metal loops.
- All cut ends of webbing shall be heat sealed to prevent fraying.

F. CLASS I BELTS

Escape belts shall be made of 2" Kevlar webbing and must be certified to NFPA 1983. Belt must also meet all requirements of NFPA 1971, so that the belt retains its integrity when exposed to high heat. It shall be certified for use up to 300 pounds. The belt is positioned through belt loops on the pants and fastens with a hook and ring closure. When the escape rope is attached to the belt, it engages in the proper position.

G. HOOD

Certified as meeting the requirements of NFPA 1971, current edition

- 40% PBI Black – 60% Aramid Outer liner
- 20% PBI -80% Lenzing Inner liner
- Sewn with Nomax thread

H. GLOVES

Certified as meeting the requirements of NFPA 1971, current edition

- Kevlar – high thermal resistance
- easy flexing/durable
- dexterity

I. HELMET - Traditional style

Certified as meeting the requirements of NFPA 1971, current edition

- Available in colors: Red, White, Yellow
- To be equipped with face shield
- Lightweight

J. HELMET - Modern style

Certified as meeting the requirements of NFPA 1971, current edition

- Available in colors: Red, White, Yellow
- To be equipped with face shield
- lightweight

K. TURNOUT BOOT

Certified as meeting the requirements of NFPA 1971, current edition

- Combination all-leather vamp and Advanced Kevlar/Nomax
- Flexible, durable, and water resistant
- Lightweight
- 7.5 oz Kevlar thermal lining
- Heavy duty straps
- Steel toe
- Puncture resistant stainless steel bottom plate

L. Brush Pant

Certified as meeting the requirements of NFPA 1971, current edition

- Navy nylon outer shell made from Nomex
- Easy-on elastic waist
- Two full bellows pockets (8x8x2")
- 16" gusseted outer zipper legs
- 3MTM Scotchlite™ 2" trim around cuffs

M. VARIOUS WORK BOOTS

- Black leather
- Safety toe
- 4, 6 or 8-inch ankle height
- Zipper, slip on option

N. Extrication Gloves

O. Station Uniforms

- Polo Shirts w/ Pocket - Short & Long-sleeve:
 - 100% Treated 6.4-oz. interlocked cotton fabric to prevent fading, wrinkling, and shrinking.
 - Moisture wicking finish
 - Fade resistant

- No Roll Collar
- Chest pocket
- Men's & women's sizes
- Navy, royal
- Silk screened or embroidered with logo, name, rank, sleeve, billboard
- Non-Sworn Shirt with & without Pocket:
 - Tapered Fit
 - 100% Treated 6.4-oz. interlocked cotton fabric to prevent fading, wrinkling, and shrinking.
 - No roll color
 - Moisture wicking
 - Fade resistant
 - Embroidered or silk screened
- T-Shirt – Short & Long-sleeve:
 - 6-oz. ring-spun knit
 - Moisture wicking
 - Fade resistant
 - Wrinkle resistant fade resistant
 - Chest Pocket
 - Navy, royal
 - One Inch, no roll, high density collar
 - Silk screened with logo, name, rank, sleeve, billboard
- Sweatshirt - Pullover:
 - Navy
 - Minimum 90% cotton
 - Fade resistant
 - Silk screened with logo, name, rank, sleeve, billboard
- Sweatshirt – Hooded/Zip:
 - Navy
 - Fade resistant
 - Minimum 90% cotton
 - Silk screened with logo, name, rank, sleeve, billboard
- Job Shirt:
 - 1/4 zip
 - Poly Cotton Fleece 11.6 oz
 - Navy
 - Fade resistant
 - Stain resistant
 - No-roll collar
 - Hand pockets
 - Mic pockets
 - Pen pockets
 - Embroidered with logo, name, rank
- Station Wind Shirt:
 - 100% polyester
 - Raglan shoulders and underarm gussets
 - Spandex rib neck, cuff and waist
 - Teflon finish for stain and soil resistance
 - Navy – fade resistant
 - Silk screened or embroidered with logo, name, rank and possible billboard
- Station Pants:
 - 8.25 oz 100% cotton twill
 - Men and women sizes
 - Navy
 - Stain resistant

- Fade resistant
- Station Shorts:
 - 8.25 oz 100% cotton twill
 - Navy
 - Men's and women's sizes
- Cargo Pants:
 - 8.25 oz 100% cotton twill
 - Men's and women's sizes
 - Navy
 - Self-adjusting waistband
- Cargo Shorts:
 - 8.25 oz 100% cotton twill
 - Navy
 - Men's and women's sizes
 - Self-adjusting waistband
- Pant - Regular Cut:
 - Nomex
 - NFPA compliant
 - Navy
 - Men's & women's sizes
- Pant - Regular Cut Jean:
 - 100% cotton
 - NFPA compliant
 - Navy
 - Men's & women's sizes
- Pant - Western Jean Cut:
 - 100% cotton
 - NFPA compliant
 - Navy
 - Men's & women's sizes
- PT Sweatpants:
 - Navy
 - Minimum 90% cotton
 - High quality material
 - Shrink & Fade resistant
 - Silk screened
- PT Shorts:
 - With or without drawstring
 - Navy
 - Cotton or polyester mesh for breathability
 - Light weight
 - Option zipped pockets
 - Silk screened
- Ball Cap:
 - Fade Resistant
 - Poly-Cotton twill
 - Self-adjusting elastic
 - Teflon® finish
 - Embroidered
- Belts
 - Black
 - Webbing or leather
- Windbreakers
 - Navy

- Nylon shell with flannel lining
- Silk screened with logo, name, rank, billboard
- Fleece-Lined Jacket
 - Navy
 - Embroidered with logo, name, rank, billboard

P. Dress Uniforms

- Dress Blue Shirt
 - Navy, light blue and white
 - Name and badge tab
 - Long sleeve/short sleeve
- Dress pants
 - Navy
 - Men's & women's sizes
- Dress Uniform Coat
 - Navy
 - Metallic buttons
 - Full metallic stripes on sleeves
 - Metallic maltese cross for each 5 years of service - embroidered
- Dress Uniform Hat
 - Metallic band and buttons
- Ties
 - Black or navy
 - Clip-on or tie
- Brass Collar Set
 - Bugles and rank
- Engraved name tags
 - Silver or gold

Q. Optional Items

- Booney Hat
 - Navy
 - Embroidered
 - Atlas Headwear or equal
- Knit Watch Cap
 - Navy
 - Embroidered
 - Otto or equal
- Skull Cap
 - Navy
 - Embroidered
- Chief Officer Winter Jacket
 - Navy
 - Gold Rank Buttons
 - Embroidered
 - Flying Cross or equal
- Gear Bag
 - Red
 - #PLSLFAC 001 or equal

**EXHIBIT B
PRICING**

Item No.	Item Description Group #1	Brand/Model	Unit Price
1.	Turnout Coat	Honeywell #LTO-42M3 Tails Bronze	\$1,219.00
2.	Turnout Pant	Honeywell #LTO-42MC Pants Bronze	\$1,015.00
3.	Accountability Panel	Honeywell Hem Patch w/Velcro	\$30.00
4.	Suspenders	Honeywell/American Firewear SP-S85	\$28.00
5.	Class I Belt	Honeywell #RSLADPAKVR – R/L Life Grip Ladder/Escape Belt	\$204.00
6.	Hood	Majestic #PAC-II-PBI-Black	\$28.00
7.	Gloves	Dragon Fire, Alpha-X-Hybrid, sizes XS-3XL	\$59.95
8.	Helmet – Traditional Style	Honeywell Ben 2 Plus, Low Rider Suspension Helmet	\$199.00
9.	Helmet – Modern Style	Honeywell, Lite Force Plus, Low Rider Suspension Helmet	\$144.00
10.	Goggles	Paulson Goggle, HP-E30	\$42.00
11.	Turnout Boot	Honeywell/Pro Warrington #BT4132	\$313.00
		Honeywell/Pro Warrington #BT5007	\$323.00
		Honeywell/Pro Warrington #BT9010	\$295.00
Item No.	Item Description Group #2	Brand/Model	Unit Price
1.	Brush Pant	Crew Boss by Western Shelter #CARLC60Y-PHX - up to XL. All waist dimensions start at 28"-50", and the inseams start at 28"-36". They will be ordered in even sizes.	\$117.97
	Brush Pant	Crew Boss by Western Shelter #CARLC60Y-PHX - Size 2XL. Waist sizes starting at 44"/46" will be 10% additional cost and 48"/50" will be 15% additional cost. No oversize on inseams.	\$117.97 +10% or 15%
2.	Work Boots	5.11 Tactical 12033, Company CST 2.0 Pull on Boot	\$90.00
		5.11 Tactical 12019, ATAC 6 Shield Size Zip Boot	\$92.00
		Redback #USBBK, East Escape Pull on Boot	\$119.95
3.	Extrication Gloves	Dragon Fire #MESRESCUE sizes: XS-3XL	\$32.00
4.	Polo Shirt w/Pocket – LS, silk screened	5.11 Tactical #42056 Sizes XS-2XL	\$47.00
	Polo Shirt w/Pocket – LS, silk screened, over sized	5.11 Tactical #42056 Sizes 3XL, Std Length 5.11 Tactical #42056T, Sizes L-5XL in Tall (2" longer)	\$49.00 \$53.00
	Polo Shirt w/Pocket – LS, embroidered	5.11 Tactical #42056 – pocket added, Sizes XS-2XL	\$50.00
	Polo Shirt w/Pocket – LS, embroidered, over sized	5.11 Tactical #42056 Sizes 3XL, Std Length 5.11 Tactical #42056T, Sizes L-5XL in Tall (2" longer)	\$49.00 \$53.00
5.	Polo Shirt w/Pocket – SS, silk screened	5.11 Tactical #41060 Sizes XS-2XL (Mens) 5.11 Tactical #61166 Sizes S-XL (Womens)	\$45.00 \$45.00
	Polo Shirt w/Pocket – SS, silk screened, over sized	5.11 Tactical #41060 Sizes 3XL, Std Length 5.11 Tactical #41060T, Sizes L-5XL in Tall (2" longer)	\$48.00 \$52.00
	Polo Shirt w/Pocket – SS, embroidered	5.11 Tactical #41060 Sizes XS-2XL (Mens) 5.11 Tactical #61166 Sizes S-XL (Womens)	\$41.00 \$41.00
	Polo Shirt w/Pocket – SS, embroidered, over sized	5.11 Tactical #41060 Sizes 2XL, Std Length 5.11 Tactical #41060T, Sizes L-5XL in Tall (2" longer)	\$44.00 \$44.00

		longer)	
6.	Non-Sworn Shirt w/Pocket, silk screened	5.11 Tactical #71307 Pro Pocket Tee, Sizes XS-2XL	\$26.00
	Non-Sworn Shirt w/Pocket, silk screened, over sized	5.11 Tactical #71307, Pro Pocket Tee, Size 3XL	\$29.00
	Non-Sworn Shirt w/Pocket, embroidered	5.11 Tactical #71307, Pro Pocket Tee, Sizes XS-2XL	\$25.00
	Non-Sworn Shirt w/Pocket, embroidered, over sized	5.11 Tactical #71307, Pro Pocket Tee, Size 3XL	\$28.00
7.	Non-Sworn Shirt w/o Pocket, silk screened	5.11 Tactical #71309, Pro Tee, Sizes XS-2XL	\$26.00
	Non-Sworn Shirt w/o Pocket, silk screened, over sized	5.11 Tactical #71309, Pro Tee, Size 3XL	\$29.00
	Non-Sworn Shirt w/o Pocket, embroidered	5.11 Tactical #71309, Pro Tee, Sizes XS-2XL	\$25.00
	Non-Sworn Shirt w/o Pocket, embroidered, over sized	5.11 Tactical #71309, Pro Tee, Size 3XL	\$28.00
8.	T-shirt w/Pocket – LS, silk screened	5.11 Tactical #40052, Station Wear Tee, Sizes XS-2XL	\$29.00
	T-shirt w/Pocket – LS, silk screened, over sized	5.11 Tactical \$40052, Station Wear Tee, Size 3XL	\$32.00
9.	T-shirt w/Pocket – SS , silk screened	5.11 Tactical \$40050, Station Wear Tee, Sizes XS-2XL	\$26.00
	T-shirt w/Pocket – SS , silk screened, over sized	5.11 Tactical \$40050, Station Wear Tee, Size 3XL	\$29.00
10.	Sweatshirt – Pullover, silk screened	Hanes Ultimate Cotton Sweatshirt #F260 S-3XL or Gildan Ultra Cotton Crewneck Sweatshirt #9000 S-2XL	\$27.00
	Sweatshirt – Pullover, silk screened, over sized	Same as above. Only available up to 2XL.	\$27.00
11.	Sweatshirt – Hooded/Zip, silk screened	Hanes ComfortBlend EcoSmart Full Zip Hooded Sweatshirt #P180, Size S-3XL	\$44.00
	Sweatshirt – Hooded/Zip, silk screened, over sized	Same as above.	\$44.00
12.	Job Shirt, embroidered	5.11 Tactical #72314, ¼ Zip, Sizes XS-2XL	\$49.00
	Job Shirt, embroidered, over sized	5.11 Tactical #72314, ¼ Zip, Sizes 3XL 5.11 Tactical #72314T, ¼ Zip, Sizes L-5XL Tall	\$54.00 \$59.00
13.	Station Wind Shirt, silk screened	5.11 Tactical #72304, Sizes XS-2XL	\$44.00
	Station Wind Shirt, silk screened, over sized	5.11 Tactical #72304, Sizes 3XL	\$49.00
	Station Wind Shirt, embroidered	5.11 Tactical #72304, Sizes XS-2XL	\$42.00
	Station Wind Shirt, embroidered, over sized	5.11 Tactical #72304, Sizes 3XL	\$47.00
14.	Station Pants	Lion Stationwear #0150NV-10 Men's Station Pant Lion #7141NV-10 Women's Station Pant	\$35.65 \$35.65
	Station Pants, over sized	Same as above	\$35.65
15.	Station Shorts	Lion #0148NVY-30 Traditional Shorts	\$33.00
	Station Shorts, over sized	Same as above	\$33.00
16.	Cargo Pants	Lion Stationwear #0150NVC Men's Cargo Station Pant Lion #7141NVC Women's Cargo Station Pant	\$51.00 \$51.00

	Cargo Pants, over sized	Same as above	\$51.00
17.	Cargo Shorts	Lion #0148PKT-10 (Pleated) or #0148FPKT-10 (Flat)	\$33.00
	Cargo Shorts, over sized	Same as above	\$33.00
18.	Pant – Regular Cut	Lion #2101A Nomex Men's Pant, Plain Weave	\$77.00
	Pant – Regular Cut, over sized	Lion #2106-40 Nomex Men's Pant, Twill Lion #7114-30 Nomex Female's Pant	\$86.00 \$81.00
19.	Pant – Regular Cut Jean	Lion #2200-10 Pant	\$31.00
	Pant – Regular Cut Jean, over sized	Same as above	\$31.00
20.	Pant – Western Cut Jean	Lion #2200-10 Pant	\$31.00
	Pant – Western Cut Jean, over sized	Same as above	\$31.00
21.	PT Sweatpants, silk screened	Gildan Heavy Blend Sweatpants #18200	\$22.50
	PT Sweatpants, silk screened, over sized	Same as above	\$22.50
22.	PT Shorts, cotton, silk screened	5.11 Tactical #40108 Sizes XS-2XL	\$24.00
	PT Shorts, cotton, silk screened, over sized	5.11 Tactical #40108 Size 3XL	\$27.00
	PT Shorts, mesh, silk screened	Sport-Tek 5.3 oz 100% Polyester mesh, elastic waistband and drawcord, size pockets and back hip pocket, 9" inseam, Size S-2XL	\$26.25
	PT Shorts, mesh, silk screened, over sized	Same as above	\$26.25
23.	Ball Cap, embroidered	5.11 Tactical #89260, Adjustable, One Size	\$19.00
24.	Belts	5.11 Tactical #59243 Arc Leather Belt – 1.5" S-XL	\$33.00
		5.11 Tactical #59243 Arc Leather Belt – 1.5" 2XL-4XL	\$36.00
		5.11 Tactical #59405 Operator Belt 1.75"	\$26.00
		5.11 Tactical #59405 Operator Belt 1.75" 2XL-4XL	\$30.00
25.	Windbreakers, silk screened	5.11 Tactical #48052 Lined Packable Jacket Sizes XS-2XL	\$44.00
	Windbreakers, silk screened, over sized	Same as above, Size 3XL	\$48.00
26.	Fleece-lined Jackets, embroidered	5.11 Tactical #48056 Big Horn Jacket Sizes XS-2XL	\$76.00
	Fleece-lined Jackets, embroidered, over sized	5.11 Tactical #48056 Big Horn Jacket Size 3XL	\$81.00
27.	Dress Blue Shirt	Elbeco Lt Blue Checkpoint Shirt (long or short sleeve) Sizes 14.5-17.5	\$21.00
	Dress Blue Shirt, over sized	Elbeco Lt Blue Checkpoint Shirt (long or short sleeve) Sizes 18-21.5	\$27.00
28.	Dress Pants	Black 55/45 Poly/Wool Dress Trousers Size 28-42	\$75.00
	Dress Pants, over sized	Black 55/45 Poly/Wool Dress Trousers Size 44-60	\$83.00
29.	Dress Uniform Coat	Black 55/45 Poly/Wool Dress Coat Size 36-48	\$263.95
	Dress Uniform Coat, over sized	Black 55/45 Poly/Wool Dress Coat Size 50-68	\$288.95
30.	Dress Uniform Hat	Dress Uniform Hat	\$45.95
31.	Dress Shoes	Bates Hi-Gloss Oxfords	\$81.95
32.	Ties	Tie – Regular Length	\$3.25
		Tie – Long Length or Velcro option	\$4.25
33.	Brass Collar Set	Collar Brass (standard stocked rhodium or brass insignia)	\$6.75

		Collar Brass with red enamel background	\$16.75
34.	Engraved Name Tags		Estimate \$13.95

Optional Items:

1.	Gear bag	GB-B80RS-R Gear Bag, Red	\$44.00
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Cleaning, inspection and repairs for turnout clothing

\$ See RFP response for specific pricing