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C-7984-3
02/22/2014

AMENDMENT NO. 3

ACCEPTANCE AGREEMENT (Contract No. C-7984)
City of Glendale Solicitation No. IFB 11-25

This Amendment to the Acceptance Agreement is made this 22nd day of February, 2014 (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Municipal Emergency Services, Inc., a Connecticut corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Contractor previously entered into an Acceptance Agreement, Contract No. C-7984, dated February 22, 2011 (“Agreement”) with an original term of one (1) year; and
- B. The Agreement provided an option to extend the term an additional five (5) years in one-year increments; and
- C. On February 29, 2012 the City and Contractor entered into Amendment No. 1 and made certain rate adjustments; and
- D. City and Contractor extended the term of the Agreement from February 22, 2013 to February 21, 2014 and made certain rate adjustments in Amendment No. 2; and
- E. City and Contractor wish to again extend the term of the Agreement and make certain rate adjustments, subject to and strictly in accordance with the terms of this Amendment No. 3.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one (1) year period from February 22, 2014 through February 21, 2015, unless otherwise terminated or canceled as provided by the Agreement.

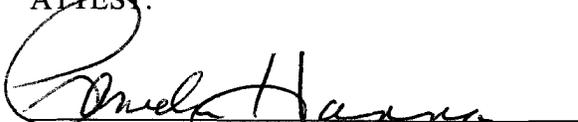
3. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B is amended as set forth in Exhibit B-Amendment No. 3, attached hereto.
4. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to December 29, 2014.
5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



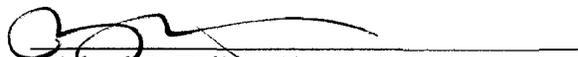
Brenda S. Fischer, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Municipal Emergency Services, Inc., a
Connecticut Corporation



By: Barry Richardson
Its: Regional Manager

EXHIBIT B-AMENDMENT NO. 3

AMENDED COMPENSATION

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$732,375 for fiscal year (FY) 2013/2014.

METHOD AND AMOUNT OF COMPENSATION:

DESCRIPTION	UNIT PRICE	PRICE ADJUSTMENT
1.2 STRUCTURAL FIREFIGHTING HELMET – Mfg/Model Honeywell First Responder Products/AZGLEN00164/AZGLEN00165	170.00	N/A
EXTRA STRUCTURAL FIREFIGHTING HELMET FACE SHIELDS – Mfg/Model Honeywell First Responder Products/HR-E110	40.00	N/A

DESCRIPTION	UNIT PRICE	PRICE ADJUSTMENT
1.3 TURNOUT COAT - Mfg/Model Honeywell First Responder Products/AZGLEN00162/AZGLEN00166	1,261.00	1.53%
- ADD-ON/Air Mask Pocket w/Zipper (Right chest)	48.00	N/A
- Individual Air Mask Pocket PKAMZ-15G	44.00	N/A
1.3.9.3 THERMAL LINER: Shall remain as specified in contract. The update is to increase the inspection port to be of at least 12” in length.		
1.3.25 POCKETS: Shall remain as specified in contract. The update for both bellows pockets will be lined with black Ara-shield® .		
1.3.26 FLASHLIGHT/GLOVE HOOK: There shall be a ring/hook , placed directly over the right side bellows pocket, as close to the stormshield as possible		
1.3.29 MICROPHONE TAB: There shall be a microphone tab located on the left and right front chest with the outer edge adjacent to the sleeve seam and 1" below the shoulder seam.		
1.3.31 AMERICAN FLAG: American Flag shall be 1” below the shoulder seam on the right sleeve, field faces forward.		

DESCRIPTION	UNIT PRICE	PRICE ADJUSTMENT
1.4 TURNOUT PANT: Mfg/Model Honeywell First Responder Products/AZGLEN00163/AZGLEN00167	917.50	4.86%
FOUR (4) CHANGES TO THE TURNOUT PANT DESIGN:		
1.4.4.3 THERMAL LINING: Shall remain as specified in contract. The update is to increase the inspection port to be of at least 12” in length.		

<p>1.4.4.6 POCKETS: Pants shall be provided with two bellows cargo pockets, fully lined with moisture barrier material. Dimensions are 10"wide, and 10" high and a 2" expansion bellows Pockets shall be lined with black Ara-shield®. Closure shall consist of hook and loop material, with full 1.5" Velcro hook across the entire length of the top outside edge of the pocket, three vertical stripes on pocket flap of 1.5" Velcro pile Brass drainage grommets shall be provided in pocket bottom. Left side cargo pocket shall contain a 3 tool pocket design. Right side cargo pocket shall be a 60/40 adjustable divider pocket.</p>		
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DESCRIPTION	UNIT PRICE	PRICE ADJUSTMENT
<p>1.4.2.14 STRUCTURAL FIREFIGHTING SUSPENDERS:</p>		
<p>- STRUCTURAL FIREFIGHTING SUSPENDERS – Mfg/Model Honeywell First Responder Products/SP-85</p>	\$28.00	N/A
<p>- STRUCTURAL FIREFIGHTING SUSPENDERS – Mfg/Model Honeywell First Responder Products/SP-85XL</p>	\$29.50	N/A

<p>1.5 STRUCTURAL FIREFIGHTING GLOVES</p>		
<p>STRUCTURAL FIREFIGHTING GLOVES SHALL BE REMOVED FROM THE CONTRACT.</p>		

DESCRIPTION	UNIT PRICE	PRICE ADJUSTMENT
<p>1.7 STRUCTURAL FIREFIGHTING BOOTS – Mfg/Model Honeywell First Responder Products/BT5007</p>	336.00	N/A
<p>1.7.1 CERTIFICATIONS: Upon request, the contractor shall furnish complete Underwriter’s Laboratories certification documentation for the manufacture, materials, and performance tests on all items proposed. The UL documents supplied should certify all fabrics offered. All boots must be tested and listed by the Underwriter’s Laboratories.</p>		
<p>1.7.2 LABELING: Label will be permanently attached to the inner liner of the boot in a readily visible portion of the boot. This label will state that the boot meets all requirements set forth by NFPA 1971 “Standard on Protective Ensemble for Structural Fire Fighting” 2013 edition, Class 75 impact resistance/compression resistance requirements of ASTM F2413-05. Written text shall be in English language.</p>		
<p>1.7.3 WARRANTY AND MANUFACTURER: Manufacturer must provide at time of proposal a written statement of warranty terms and a lifetime warranty against defects in workmanship and materials must be provided. Manufacturer shall state with its proposal the duration of the warranty period for structural firefighting boots. Manufacturer must describe how it plans to provide warranty repairs during the warranty period. The successful bidder must be able to provide a local distributor with stock to support any warranty replacement needs should that arise. The awarded manufacturer shall perform any major repair work on damaged boots on a cost only basis and expedite same, within 15 working days, over the life of the contract. All warranty work shall be provided on a no charge basis.</p>		

<p>1.7.4 DELIVERY REQUIREMENTS: The awarded bidder will commence shipments F.O.B. the City of Glendale, Fire Department within 4 weeks after receipt of order. Reorders shall be processed within a similar time frame. For emergencies defined by the department as contamination, new hire firefighter trainee classes and excessive number of emergency related damages, the awarded manufacturer shall agree to provide at no extra cost, delivery within ten (10) days.</p>		
<p>1.7.5 SIZING: Full and half sizes in the following sizes and widths are to be available.</p> <p>C widths 6-12, 13, 14 D widths 4-13, 14, 15 E widths 4-13, 14, 15 3E widths 4-13, 14, 15, 16 4E widths 6-16 5E widths 6-16</p> <p>Boot fit shall be true to size, not requiring up sizing due to inserts. If up sizing is required due to incorrect last modeling or addition of required inserts, there shall be no up charge for 4E widths. Additional width of 5E shall be available as a special order boot with no longer than a six (6) week date of delivery.</p>		
<p>1.7.6 BOOT DESCRIPTION, GENERAL: A black 14" high pull-on style of boot with enhanced side and back stays, fire resistant fabric, water-repellent leather, safety toes, electrical hazard rated soles, steel bottom penetration resistance barrier, steel shank, shin guard and quick donning and doffing features for fire suppression personnel. The boot must meet or exceed NFPA 1971, 2013 edition; Class 75 impact resistance/compression resistance requirements of ASTM F2413-05 and all applicable components are Berry Amendment compliant.</p>		
<p>1.7.7 UPPER FEATURES: 7 ½ oz Nomex/Kevlar rip stop fabric covers shaft of boot. MIL AB 5 ½ oz. per square foot silicone impregnated full grain cowhide leather covers shin guard, straps, and heel vamp area. The shaft shall be supported with heavy duty 1 – 1 ¼" wide leather back and side stays</p>		
<p>1.7.8 PULL-ON LOOPS: Four (4) one piece, rounded, fully reinforced, pull on leather straps fastened approximately 1" below top line to exterior boot shaft utilizing 2" x 1 ½" shield-shaped anchor. Straps are replaceable by construction.</p>		
<p>1.7.9 SAFETY TOE: A .062" austempered oblique shaped steel oblique shaped toe, treated with zinc phosphate and rust preventative.</p>		
<p>1.7.10 SHANK: 19 gage austempered steel, treated with zinc phosphate and rust preventative.</p>		
<p>1.7.11 PUNCTURE RESISTANT BOTTOM PLATE: A .017"-.02" stainless flex steel plate with full hard temper to allow maximum bottom puncture resistance protection.</p>		
<p>1.7.12 INSOLE: 7 iron Texon designed for welt construction boots. Protex treated for resistance to fungal growth. Wick perspiration away from the foot and dries quickly. Low weight with excellent flex endurance.</p>		
<p>1.7.13 REMOVABLE INSERT: Removable, orthopedically correct, PU insert with fabric liner. Fabric liner should control bacteria and regulate temperature in the foot area. Insert must be removable and replaceable.</p>		
<p>1.7.14 MIDSOLE: Full length 4 iron black neoprene material.</p>		

<p>1.7.15 SOLE AND HEEL BLOCKER: Fire resistant, Vibram sole designed with lugs angled to provide substantial edging capabilities on both ascents and descents. Lug pater must provide maximum wear and traction with excellent durability with enhanced grip. The sole must be replaceable by construction.</p>		
<p>1.7.16 WELT: Full wrap around, reflective, Goodyear neoprene storm welt.</p>		
<p>1.7.7 MOLDED HEEL COUNTER: Thermoplastic back part molded heel counter, providing proper shaping in heel area to insure superior comfort, fit, durability and less stress in the lower back and pelvic area.</p>		
<p>1.7.18 INNER BOOTIE: A full height thermal/cut resistant bootie, bonded Omaha Liner, 7.5 oz. 100% Kevlar felt and CROSSTECH Footwear fabric. Five piece base bootie. All seams butt stitched and sealed with CROSSTECH tape, Kevlar and Omaha fabric located interior to the CROSSTECH moisture barrier to prevent moisture wicking.</p>		
<p>1.7.19 UPPER QUARTER TOP LINE: To be finished with leather, American top binding.</p>		
<p>1.7.20 THREAD UPPERS: Nomex 24/4 and 105 Kevlar.</p>		
<p>1.7.21 UPPER STITCHING: Singer locked stitched with a minimum of ten stitches per inch. All seams are to be seam sealed on the inside with a coating of seam sealant. Configuration: Single needle stitching can be used on a side binding and backstays. Double needle stitching shall be used to attach vamp/foxing to shaft connection. All stress points are to be secured with single needle lockstitch.</p>		
<p>1.7.22 THREAD – WELT TO MIDSOLE: Minimally # 690 Bonded Nomex thread.</p>		
<p>1.7.23 THREAD INSEAMING: Nomex 24/4 and 105 Kevlar</p>		
<p>1.7.24 SOLE AND HEEL BLOCKER ADHESION: Nail-less installation high temperature adhesive shall be used to affix blocker to neoprene midsole.</p>		
<p>1.7.25 TOE COVER: A fire and abrasion resistant rubber compound with horizontal cleats of rubber cover to extend durability and deter toe area abrasion, extending the life of the boot.</p>		
<p>1.7.26 HEEL COVER: A fire and abrasion resistant rubber compound with horizontal cleats of 5 ½ oz. silicone impregnated leather, aiding in donning and doffing of footwear.</p>		