

CITY CLERK ORIGINAL

C-9959
05/08/2015

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
UNITED FIRE EQUIPMENT COMPANY
FOR
STRUCTURAL FIRE FIGHTING TURNOUT GEAR

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ^{8th} day of ^{May}, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Matlick Enterprises, Inc., d.b.a United Fire Equipment Company, an Arizona Corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 19, 2013, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the Structural Fire Fighting Turnout Gear, Contract No. 130686, which is attached hereto as Exhibit A. The Structural Fire Fighting Turnout Gear Contract permits its cooperative use by other governmental agencies who are members of Strategic Alliance for Volume Expenditures (SAVE) including the City. The Structural Fire Fighting Turnout Gear Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was April 22, 2013,

until the date the contract expires on April 21, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond April 21, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until April 21, 2016. The City, however, may renew the term of this Agreement for two, one-year periods until the Cooperative Purchasing Agreement expires on April 21, 2018. Renewals are not automatic and shall only occur if the Cooperative Purchasing Agreement is renewed and the City gives the Contractor notice of its intent to renew this Linking Agreement. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit B hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty five thousand dollars (\$35,000.00).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

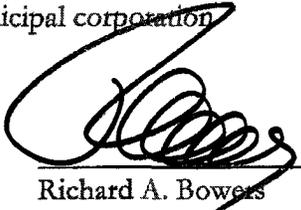
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Matlick Enterprises, Inc., d.b.a United Fire
Equipment Company, an Arizona corporation

By: 

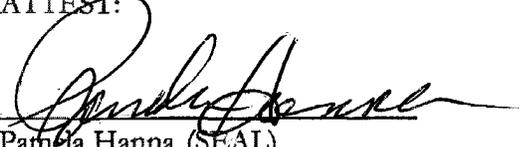
Richard A. Bowers
Acting City Manager

By: 

Name: Paul Fraser

Title: Product Manager

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

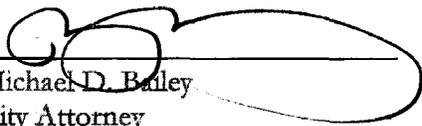

Michael D. Bailey
City Attorney

EXHIBIT A

**STRUCTURAL FIRE FIGHTING TURNOUT GEAR
CONTRACT NO. 130686**

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4132
ISSUE DATE: MARCH 19, 2015

CONTRACT NO.: 130686
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
SA
CONTRACT OFFICER: GILLIAN NEEDHAM

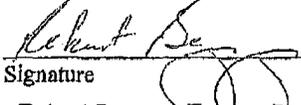
THIS CONTRACT IS AMENDED AS FOLLOWS:

STRUCTURAL FIRE FIGHTING TURNOUT GEAR

1. Pursuant to Contract No. 130686, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of April 22, 2015 through April 21, 2016.
2. Pursuant to Special Terms and Conditions, Section 2, Price Adjustment, the City accepts the 4% price increase.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 3/19/2015

Robert Begany, Tucson Branch Manager
Typed Name and Title

United Fire Equipment Company
Company Name

335 N. 4th Avenue
Address

bobb@ufec.com
Email Address

Tucson AZ 85705
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 19th DAY
OF March, 2015, AT TUCSON, ARIZONA.


As Director of Procurement and not personally



PO Change Order

Page 1 of 1
 PO Date: 06/28/2013
 Change Order Date: 05/28/2014

City of Tucson
 255 W Alameda - P.O. Box 27210
 Tucson, AZ 85726

V E N D O R	Vendor ID: 0819410 Phone: (520) 622-3639 Fax: (520) 882-3991
	United Fire Equipment Co 335 N 4th Ave Tucson, AZ 85705
S H I P T O	
	Sharlinda Gunther 520-791-3182

J N V O I C E	Change Order Number 1
	Blanket PO Number 36991 ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.
	City of Tucson Finance/Accounts Payable PO Box 27450 Tucson, AZ 85726-7450 (520) 791-4031

Requisition Number	Contract Number	FOB	Terms	Delivery Date
	130686,	As Specified	Net 30	0 Days ARO

Catalog: -						
Item	Description	Quantity	Unit Price	Amount	Sales Tax	Total
1	TO COVER THE ANNUAL REQUIREMENTS FOR STRUCTURAL FIREFIGHTING TURNOUT CLOTHING IN THE ESTIMATED ANNUAL AMOUNT OF \$240,000 FROM APRIL 22, 2013 THROUGH APRIL 21, 2015 PER CONTRACT NO. 130686. P.O. RENEWAL THRU 4/21/2015		0.00	0.00	0.00	0.00
Previous PO Total: \$0.00					New PO Total: \$0.00	

If this purchase order is associated to a contract, the contract's terms and conditions shall apply. Otherwise, by accepting this order, vendor agrees to all terms and conditions posted on http://www.tucsonprocurement.com/bidders_tandc.aspx. Terms and conditions are incorporated by reference as through fully set forth herein. Terms and conditions are also available by calling (520) 791-4217 for a mailed copy.

Gillian Needham
 Contract Officer

(520) 837 - 4132
 Phone

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4132
ISSUE DATE: APRIL 14, 2014

CONTRACT NO.: 130686-01
CONTRACT AMENDMENT NO.: ONE (1)
PAGE 1 of 1
JM

CONTRACT OFFICER: GILLIAN NEEDHAM

THIS CONTRACT IS AMENDED AS FOLLOWS:

STRUCTURAL FIRE FIGHTING TURNOUT GEAR

1. Pursuant to Contract No. 130686, Special Terms and Conditions, Section 4, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of April 22, 2014 through April 21, 2015.
2. Standard Terms and Conditions, item #20 and #21 shall hereby be replaced with the following:

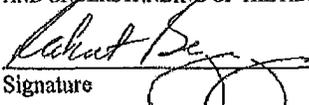
20. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty.

21. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 4/28/2014
Signature Date

Robert Begany, Tucson Branch Manager
Typed Name and Title

United Fire Equipment Company
Company Name

335 N. 4th Avenue
Address

sales@ufec.com bobb@ufec.com
Email Address

Tucson AZ 85705
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 15th DAY
OF May, 2014, AT TUCSON, ARIZONA.


as Director of Procurement and not personally

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

United Fire Equipment Company

Company Name

335 N. 4th Ave

Address

Tucson AZ 85705

City State Zip



Signature of Person Authorized to Sign

Daniel Matlick

Printed Name

President

Title

Name: Bob Begany

Title: Tucson Branch Manager

Phone: 520-622-3639 x171

Fax: 520-882-3991

E-mail: bobbb@ufec.com

ACCEPTANCE OF OFFER

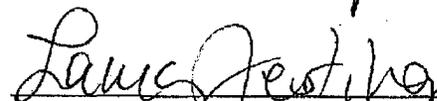
The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130686-01.

Approved as to form this 19th day of April, 2012₃


As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 19 day of April, 2012₃


Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

INTRODUCTION AND BACKGROUND

The City of Tucson seeks to establish an annual requirements contract for **Structural Firefighting Turnout Gear**, as per specifications, to be delivered to Tucson Fire Supply, 720 E. Ajo, Tucson, Arizona, 85713.

SCOPE OF SERVICES

GENERAL REQUIREMENTS

- 1. INVENTORY** -- The City of Tucson Fire Department has an ongoing requirement for the items indicated in This solicitation. It is an express condition of any award that a Contractor shall maintain a reasonable local stock on hand of all standard uniform items, in a full range of men's and women's sizes, for delivery to or pick-up by Fire Department personnel. **The Contractor shall be able to provide extreme ranges of sizes or any odd sizes required within thirty (30) days after receipt of an order.** Failure to maintain the specified inventory and availability may result in cancellation of the contract.
- 2. DELIVERY:** The delivery time for standard items in standard sizes should not exceed one (1) day. Items identified as "Optional" shall be available within fourteen (14) days. The delivery time for extreme sizes and odd sizes shall not exceed thirty (30) days. The ordering department may grant extensions on delivery time, for specific small orders, to the Contractor until a larger order is needed.
- 3. PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting products purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the TFD Contract Representative.
- 4. USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Department of Procurement. The report shall show date, items purchased, quantity, size, cost, and TFD staff member making the purchase
- 5. MEASUREMENTS/SIZES:** The successful Offeror shall be responsible for measuring all Tucson Fire personnel for whom these turnouts will be purchased. Measuring will be conducted at various fire stations throughout the city. The Fire Department will provide the successful Offeror with a list of locations and dates in order to coordinate required measuring. Turnouts shall be available in a full range of both men's and women's sizes. After initial delivery of the turnouts, the contractor shall accompany Tucson Fire Department personnel to each station to insure proper fit of the garment. If any alterations are needed, the contractor will mark them at that time. Garments will not be accepted until alterations are satisfactorily completed.
- 6. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

SPECIFICATIONS

1.0 GENERAL PROVISIONS:

- It is the intent of these specifications to provide criteria for the purchase of **Structural Firefighting Turnout Clothing**, for the Tucson Fire Department. The Department intends to purchase an integrated garment ensemble (coat, pants, and suspenders) that offers the highest level of protection against the traditional hazards of structural firefighting, yet provides for reduced overall weight and increased heat protection efficiency. Workmanship shall be of the highest standard and material of the finest quality throughout. In the absence of specifications regarding detail, the best general manufacturing practice shall prevail.
- **BRAND OR TRADE NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/offers of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.
- **EQUALS:** Bids/Offer submitted as alternates, "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the bid/offer. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.
- The annual usage during the first year of the contract shall be a minimum of 100 sets, with up to 200 sets being possible, based on budget conditions.
- For each Item/Minimum Requirement described in these Specifications, Offeror shall indicate whether or not their proposed clothing complies with the Item/Minimum Requirement. If Offeror does not meet the Item/Minimum Requirement, an explanation as to how the Offeror does meet the requirement shall be provided in the "Exception" space provided. Any equals or exceptions that are not fully stated on the Specification pages themselves must be submitted in an attached letter and clearly reference the Paragraph/Specification number. If no exceptions are taken, the City of Tucson will expect and require complete compliance with the specifications.

1.1 CERTIFICATION:

All garments shall meet or exceed all requirements of NFPA 1971, Standard on Protective Ensemble for Structural Firefighting, 2007 edition.

Comply: Yes XX No _____ Exception: _____

All garments shall meet or exceed requirements of NFPA 1500, Standard on Fire Department Occupational Safety and Health, 2007 edition.

Comply: Yes XX No _____ Exception: _____

Manufacturer shall provide evidence of Third Party Certification as prescribed by NFPA 1971, 2007 edition.

Comply: Yes XX No _____ Exception: _____

Manufacturer shall be registered to ISO 9001, Quality Systems – Model for Quality Assurance in Design, Development, Production, Installation and Servicing. Quality assurance program information and documentation shall be provided upon request.

Comply: Yes XX No _____ Exception: _____

1.2 LABELING:

All garments shall be labeled in accordance with the requirements of NFPA 1971, 2007 edition. Labeling should fully identify the material content of all garment layers including outer shell, moisture barrier, and thermal liner. A second label shall be provided for each garment (coat/pant), and include the name of the manufacturer, date of manufacture, and garment and/or production control number. Label material shall be flame resistant and secured to a protected location inside the liner and outer shell.

Comply: Yes XX No _____ Exception: _____

1.3 PERFORMANCE AND TEST RESULTS:

All performance and test results, and patent information, if any, shall be provided upon request.

Comply: Yes XX No _____ Exception: _____

1.4 USER INFORMATION AND INSTRUCTIONS:

Each garment shall include an attached FEMSA Official User Information Guide and user care instruction packet. A summary sheet shall be included in the packet describing garment specifications, sizing, production details, and cleaning instructions.

Comply: Yes XX No _____ Exception: _____

1.5 WARRANTY:

All garments shall include a written lifetime guarantee against defects in materials and workmanship. Outer shell shall have a five (5) year warranty. Moisture Barrier shall have a minimum of three (3) year warranty.

Comply: Yes XX No _____ Exception: _____

1.6 SUPPORT SERVICE:

Offeror shall provide on-call consultation during normal working hours for any maintenance, or repair question, at no charge to Tucson Fire Department. Turnaround period for garment repairs returned to the vendor should not exceed fourteen days. Offeror shall provide loaner turnouts if repair period exceeds fourteen days, for any reason.

Comply: Yes XX No _____ Exception: _____

1.7 TRACKING PROGRAM:

Offeror shall provide the ability to trace individual garments through an inventory control mechanism. The program shall be able to track all fabric stock used in all layers of the garment construction. A production control number should be included on all garment labels.

Comply: Yes XX No _____ Exception: _____

2.0 DESIGN AND CONSTRUCTION REQUIREMENTS:

2.1 SIZING:

Turnout ensemble shall be available in a full range of men's and women's (based on women's patterns) sizes. Garments shall be available in custom and/or odd sizing, i.e. coat length, chest, sleeve length, pant length, pant inseam, collar, back yoke depth, and gusset as may be necessary for individual fit, at no additional charge. Custom sizing may also include bicep, hip/seat, and thigh circumference. Small, medium, large, and extra large sizing will not be considered acceptable.

Comply: Yes XX No _____ Exception: _____

Turnouts ensemble shall provide the following characteristics:

- a. High degree of mobility in arm, elbow, shoulder, crotch, knee, and calf areas.
- b. Minimum potential body exposure in awkward positions such as bending, crawling, and reaching overhead
- c. Tailoring style that reduces turnout weight, while retaining all design and safety requirements.
- d. Creating a "fuller cut" in order to improve mobility will not be acceptable if the result is an increase in overall garment weight.

Comply: Yes XX No _____ Exception: _____

2.2 CONSTRUCTION:

Coat and trousers shall be constructed in a three (3) part configuration consisting of an outer shell, moisture barrier, and thermal lining.

Comply: Yes XX No _____ Exception: _____

2.3 OUTER SHELL MATERIAL:

The outer shell fabric shall be PBI Max. PBI Max fabric incorporates 30% 600-denier Kevlar, 7.0 oz. per square yard. The color shall be yellow.

Comply: Yes XX No _____ Exception: _____

2.4 MOISTURE BARRIER MATERIAL:

- The moisture barrier shall be two layer Crosstech® Black – Type 2F, which is comprised of a Crosstech® membrane laminated to a Nomex® pajama check substrate; weighing a total of 5 oz. /sq. yd. This material shall meet all requirements of NFPA 1971, 2007 edition for liquid integrity
- All moisture barrier seams shall be sealed with Gore-Seam tape using a Series 5000EF Gore-Seam sealing machine.
- All edges shall be finished so no raw edges are exposed.

Comply: Yes XX No _____ Exception: _____

2.5 THERMAL LINER MATERIAL:

- The thermal liner shall be a Glide 100% Spun 3.6oz face cloth: (40% NOMEX®/ 60% Dupont KEVLAR® filament)
- The thermal liner and face cloth should 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.

Comply: Yes XX No _____ Exception: _____

2.6 COMPATIBILITY:

The combination thermal liner/moisture barrier shall be compatible with the outer shell and not buckle, pull, obstruct, or restrict body motion, even with arms raised. Liner and barrier shall be stitched together, turned and top stitched to create a self-binding seam.

Comply: Yes XX No _____ Exception: _____

2.7 THREAD:

All thread shall be NOMEX of minimum TEX 70 and match the color of the turnout clothing.

Comply: Yes XX No _____ Exception: _____

2.8 STITCHING:

- All Major A and B Seams (as defined by NFPA 1971) shall be double fell and double lock-stitched (Stitch Class 300 as defined by ASTM D 6193-97) throughout all three (3) garment layers.
- All Minor seams, pockets, trim, warning labels, single layer hemming and finishing shall be lock-stitched.
- All moisture barrier seams shall be tape sealed with Gore-Seam tape using a Series 5000EF Gore-Seam sealing machine..
- Provide the number of stitches per inch used for all "A" and "B" seams

"A" Seams stitches per inch 8 "B" Seams stitches per inch 8

Comply: Yes XX No _____ Exception: _____

2.9 POINTS OF STRESS:

All points of stress requiring reinforcement shall utilize bartacks. Rivets will not be acceptable.

Comply: Yes XX No _____ Exception: _____

2.10 REFLECTIVE TRIM:

- Reflective trim on coat and pants shall be three (3) inch SCOTCHLITE II (triple trim), in a "PROJECT FIRES" pattern. Trim shall be of 3" of lime/yellow. Trim shall be constructed to reduce heat and water retention.
- Trim pattern is also the same as NFPA 1971, Figure 4-1.14.5 Front and Back view Option One.

Comply: Yes XX No _____ Exception: _____

2.11 DEPARTMENT IDENTIFICATION:

Each coat shall have the words "TUCSON FIRE" sewn in individual letters on a separate panel of Kevlar and Nomex material to match shell in color and style. Letters shall be three (3) inches high and block style. Letters shall be silver color SCOTCHLITE material, non-flammable and reflective. "TUCSON" shall be positioned with the C and S in the center of the coat back, approximately 3-1/2 inches below the base of the collar seam. (See Attachment Department Identification).

Comply: Yes XX No _____ Exception: _____

2.12 BREATHABILITY REQUIREMENT:

- Excluding where required, necessary or specifically called out for, all materials used in the construction of the garments shall be breathable and all moisture barrier used must be as specified in the following materials section.
- The breathability requirement includes but is not limited to: Collar; chinstrap; stormshield; fly; waterwells; front coat facings; labels; reinforcements and reinforcement cushioning where applicable.
- Areas where non-breathability is allowed: trim; Velcro; hardware or hardware backing; and external pocket linings.

Comply: Yes XX No _____ Exception: _____

2.13 CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

Using breathable material as outlined in the section titled Breathability Requirement, there shall be a minimum area of 4" x 4" at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi unless otherwise specified within this document, and a minimum 6" x 6" area at the knees that provide 25 CCHR at 8 psi unless otherwise specified within this document. All three-compression areas shall be constructed of high temperature fiber based materials and sewn to the thermal liner on the inside of the liner towards the moisture barrier.

Comply: Yes XX No _____ Exception: _____

2.14 USE OF PVC FOAM OR SIMILAR FOAM PRODUCTS

Firefighter safety is the motivating factor when determining the material used in PPE. The use of PVC foam, other foam products and non-breathable neoprene foam may contribute to a loss of protection overtime and/or after exposure to heat. This specification requires any use of these materials, in any component of this garment, be specifically called out and details about the product specifications provided with the bid.

Comply: Yes _____ No XX Exception: See Clarifications Page Re: 2.14

2.15 MISSING LINER INDICATOR:

The garment shall incorporate an integrated system that readily indicates a missing combination liner to both the wearer and observers. Materials shall be consistent with that specified and approved for use throughout the garment ensemble.

Comply: Yes XX No _____ Exception: _____

3.0 COAT REQUIREMENTS:

3.1 PATTERN:

Coat styling may be "Tails" design and approximately 6" longer at the rear hem than at the front. The tail may be removable but be fasten to the garment in such a manner that it will not become caught on obstacles and will remain secured during use. Coat composite shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined in NFPA with both arms fully overhead and wearer bending to rear, sides and front. The sleeve shall allow a full 360 degrees freedom of movement. The coat hem rise with overhead reach of both arms shall not exceed 4-inches on properly fitting garment. Shell and liner retraction at the cuff shall not exceed 1-inch with both arms raised. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with the pants.

Comply: Yes XX No _____ Exception: _____

3.2 LINER/MOISTURE BARRIER ASSEMBLY:

Liner assembly shall be designed to fit within the outer shell without bunching or pulling. Liner shall extend within one (1) inch of both the outer shell hem at the coat bottom, and outer shell sleeve cuffs. All edges of front, cuffs, and hem shall be bound with a FR binding. Liner assembly shall be attached to the outer shell along the front edges with a minimum of four (4) snap fasteners or zipper on each side, and to each sleeve cuff with two (2) snap fasteners. Snaps or zipper shall be placed uniformly so that all liners of any one size may be interchangeable. An eight (8) by nine (9) inch thermal protection pad shall be attached to the combination liner of each elbow. Moisture barrier seams shall be strapped with GORE-SEAM waterproofing strapping. The liner assembly shall incorporate a Velcro port to allow access for field inspection of the condition of the moisture barrier membrane and the thermal liner system. The liner/moisture barrier must be designed and constructed to reduce wear and abrasion from the outer shell and DRD. Include details with bid.

Comply: Yes XX No _____ Exception: _____

3.3 COLLAR:

The collar shall be designed and constructed for maximum protection and comfort when in use. Collar design and construction must interface with SCBA masks and Nomex hoods to provide maximum protection and coverage to the user.

Comply: Yes XX No _____ Exception: _____

3.4 THROAT STRAP:

If a throat strap is designed into the collar assembly there must be the ability to store and secure it when not in use. Throat strap shall be made of matching outer shell material. Throat Strap shall be designed and constructed to provide maximum protection and comfort.

Comply: Yes XX No _____ Exception: _____

3.5 HANG-UP LOOPS:

Two (2) hanger loops of triple layer **PBI MAX** material shall be provided on the inside and outside of the coat and attached at the collar seam. The loops shall be designed to provide extended service and shall not tear or separate from the coat when the coat is weighted to eighty (80) pounds and hung for one (1) minute.

Comply: Yes _____ No XX Exception: See Clarifications Page RE: 3,5

3.6 THERMAL ENHANCEMENT:

The coats shall include a thermal enhancement system to offer extra protection in the high heat load areas of the upper back, shoulders and chest. The Thermal Protective Performance rating (TPP) of this system shall be provided with bids.

Comply: Yes XX No _____ Exception: _____

3.7 SLEEVES:

- Sleeves shall be full length and graded proportionate to chest size. The sleeve Major A seam shall follow the underside of arm and not cross over the outside of the elbow joint.
- Sleeve pattern shall limit coat rise to four (4) inches or less at maximum overhead arm extension.
- Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
- Sleeve retraction shall not exceed 1" when both arms are raised overhead to help eliminate wrist exposure.
- Cuffs shall be reinforced with one (1) inch trim and set with four (4) additional rows of stitching.
- The elbow of each sleeve shall be reinforced for durability and designed for maximum mobility.

Comply: Yes XX No _____ Exception: _____

3.8 WRISTLET:

- Coat shall incorporate waterproof and full thermal protection to the wrist area. The system shall prevent water or debris contact with skin and eliminate any gap between the wristlet and liner sleeve.
- A wristlet of two-ply knitted **NOMEX/KEVLAR**, no less than three (3) inches in length.
- Liner shall be detachable from outer shell, secure enough to withstand repeated reattachments due to garment laundering, and prevent inadvertent detachment during donning/doffing.

Comply: Yes XX No _____ Exception: _____

3.9 CLOSURE:

- The closure shall consist of an inner and outer closure system in a storm flap design. The inner closure shall be designed for quick donning and doffing and constructed of the highest quality material. The closure must also be designed and constructed to provide maximum protection and comfort.

Comply: Yes XX No _____ Exception: _____

- The outer closure shall be designed for quick donning and doffing and constructed of the highest quality material. The closure must also be designed and constructed to provide maximum protection and comfort. If a hook and loop material is used it shall be attached in a manner that is durable and designed for repeated use.

Comply: Yes XX No _____ Exception: _____

3.10 POCKETS:

- Waist: The coat shall have two (2) bellows, or pouch type pockets, located at each of the left and right front waist area. Each pocket shall be reinforced and lined with **KEVLAR** twill material, leaving no raw edges or equivalent material. The pocket shall have a full flap that overlaps the opening by at least two (2) inches when the pouch is full. The pocket shall utilize hook tape inside the flap (2" wide), pile tape on the pouch (2" x 2"), and two (2) eyelets for water drainage. The interior design of the pocket shall enhance the ability for the user to store multiple different tools and safety items. Details on design required with bid.

Comply: Yes XX No _____ Exception: _____

- Radio clip tab: Each coat shall have a radio clip tab on the left chest. The tab shall be made of 2 layers of reinforced outer shell material or equivalent material. The tab shall be designed to provide extended service and shall not tear or separate from the coat when the coat is weighted to eighty (80) pounds and hung for one (1) minute. The tab shall be three (3) inches wide and two (2) inch tall with an opening of at least two (2) inches that will allow the belt clip of a hand held radio to attach. Below the radio clip tab there shall be a horizontal strap made of 2 layers of reinforced outer shell material or equivalent material with a hook and loop material along the inside face. The strap shall be eleven (11) inches wide and one (1) inch tall and attached to the outer shell at the center of the width. The attachment point must be designed to provide extended service and shall not tear or separate from the coat when the coat is weighted to eighty (80) pounds and hung for one (1) minute.
- Additional tabs- each coat shall have a standard lapel mic tab on the upper right chest.

- The radio clip tab and lapel mic tab shall be placed in a manner that will not interfere with the straps on a Scott SCBA.

NOTE- The intention of this radio clip tab is to feed the belt clip of the hand held radio through the upper tab and use the hook and loop strap below to hold the radio in place. See photo attached.

Comply: Yes XX No _____ Exception: _____

3.11 DRAG RESCUE DEVICE (DRD)

- The manufacture shall supply an NFPA required and certified DRD with each coat. The device shall be designed to fit each individual chest size. Each strap will be properly labeled with DANGER labels that include what chest size the strap is designed to fit, as well as instructions for care and installation and removal of the device.
- The DRD shall be designed in a manner that reduces excessive material from hanging down the back when installed between the liner and the outer shell.
- The DRD shall be constructed of two components: a grab handle loop of Kevlar to go around the wearer's arms/shoulders. All materials used in the construction of the handle and loops must be made of Kevlar and of a durable reinforced design.
- The DRD shall be designed in such a manner that the rescuer can quickly access the DRD in limited to no visibility while reducing the chance of snagging the handle or loops by accident. The DRD shall also be designed in such a manner that the handle can be stowed and secured by a layer of outer shell material closed with Velcro while still providing quick access to the handle by a grab device. The handle shall be constructed of a soft and pliable Kevlar webbing that promotes comfort and safety when being worn and when used. The DRD shall be designed in such a manner that at no time will the handle or grab device slip within the coat and not be accessible from the outside of the garment.
- The DRD loops shall be constructed of a soft and pliable Kevlar webbing that promotes comfort and safety when being worn and when used.
- The DRD shall be designed in such a manner that promotes single or dual rescuer positions and single rescuer positions from either side of the victim.
- The DRD must be designed and installed so that it will not interfere with, or be interfered by the use Scott SCBA with a 60 minute cylinder.
- The DRD access port/grab handle shall have a RED/ORANGE reflective material on the outside to promote visibility during low light and adverse conditions.

Comply: Yes XX No _____ Exception: _____

3.12 COAT COMPRESSION AREAS

The coat shall provide a thermal enhancement system in the area of the upper back and chest, shoulder, and outer sleeves above the elbow. The system shall provide a minimum CCHR of 32 wet and 38 dry, it shall not inhibit the Moisture Vapor Transmission Rates and provide maximum flexibility.

Comply: Yes XX No _____ Exception: _____

4.0 TROUSER REQUIREMENTS:

4.1 PATTERN:

Trousers shall feature tailored multi-piece construction throughout all three (3) garment layers. The trouser shall be a waist high only design to allow for full torso ventilation. Design should result in minimum garment weight and maximum user mobility, including a stepping reach and an action stride. High backed, bibbed, or semi-bibbed trousers are not acceptable. Trousers design shall include angled cuffs or a "boot cut" design.

Comply: Yes XX No _____ Exception: _____

4.2 LINER/MOISTURE BARRIER ASSEMBLY:

Liner assembly shall be designed to fit within the outer shell without bunching or pulling. The liner shall extend within two (2) inches of the outer shell length. Cuffs shall be bound with one (1) inch black **PBI MAX** outer shell material or equivalent material. The combination liner shall be attached to the outer shell with uniformly placed snaps fasteners or zipper around the waist, so that all liners of the same size are interchangeable. The liner shall be attached to the outer shell at each cuff by means of two snap fasteners, located at the inseam and outseam. The liner assembly shall incorporate a Velcro port to allow access for field inspection of the condition of the moisture barrier membrane and the thermal liner system.

Comply: Yes XX No _____ Exception: _____

4.3 WAISTBAND:

The waistband shall consist of a triple layer of **PBI MAX** material, uniformly placed snaps or zipper, for attachment of the combination liner. Snaps shall face inward and attach to the outer shell in such a way to prevent detachment of liner during donning. An adjustment or "take-up" strap of **PBI MAX** material shall be attached to each side of the waistband and allow for two (2) inches of adjustment on each side. Non-ferrous suspender attachment points shall be provided for attachment of suspenders. Suspender shall be attached to the outer shell liner at the waistline and reinforced with **KEVLAR** twill backing or equivalent material.

Comply: Yes XX No _____ Exception: _____

4.4 FLY FRONT:

A stormflap shall be attached to the left fly opening, comprised of an uninterrupted moisture barrier layer between two (2) layers of outer shell material. The fly front, outer shell, and liner shall provide complete thermal and moisture barrier protection without gaps for all work situations. The design and construction of the storm flap shall be of the highest quality for repetitive use and ease for donning and doffing.

Comply: Yes XX No _____ Exception: _____

4.5 THERMAL ENHANCED SEAT

The design and construction of the seat area shall be enhanced for increased protection. This design shall not reduce the users mobility or comfort. Details on this design required with bid.

Comply: Yes _____ No XX Exception: See Clarifications Page RE:4,5

4.6 KNEE DESIGN:

The knee area shall provide increased thermal protection. The knee shall be design with freedom of movement in all layers. This design shall allow for maximum flexibility within the knee, comfort when kneeling and increased protection to the user. The outer knee material shall be of the highest quality and designed for repeated heavy use.

Comply: Yes XX No _____ Exception: _____

4.7 POCKETS:

Hip/Waist: A pocket shall be located on the right hip area. The pocket shall be single layer outer shell material, with a two (2) layer outer shell cover. The flap shall overlap the pocket opening at least two (2) inches and utilize a hook and pile closure. The interior design of the pocket shall enhance the ability for the user to store multiple different tools and safety items. Details on design required with bid.

Comply: Yes XX No _____ Exception: _____

Thigh: The pants shall have two (2) bellows, or pouch type pockets, located one each over the front thigh area of each leg. Each pocket shall be constructed of outer shell material completely lined with Kevlar twill material or equivalent (including the pant facing), with no raw edges showing. The pocket flap should overlap the opening by at least four (4) inches when the pouch is full. The pocket shall utilize at least three (2 x 2) inch hook and pile tape on the pouch and three (2" wide by 4" long) inside the flap, respectively, and two (2) eyelets for water drainage.

Comply: Yes XX No _____ Exception: _____

5.0 SUSPENDERS:

5.1 DESIGN:

Suspenders shall be comprised of two (2) non-elastic shoulder straps with slide adjusters, approximately (2) two inches wide and 42-1/2 inches long, constructed of 100% SEF **MODACRYLIC**. Four (4) elasticized straps shall be attached to the back and two (2) to the front, approximately five (5) inches long, constructed of flame retardant 100% SEF **MODACRYLIC** and 22-gauge rubber strands. All metal parts should be chrome-plated steel. The suspenders shall utilize **NOMEX** thread throughout. Two (2) inch **SCOTCHLITE** triple-trim shall be sewed to each shoulder strap. Alternatives accepted- provide details with bid.

Comply: Yes XX No _____ Exception: _____

5.2 FASTENERS:

The suspenders shall utilize an attachment system that is of the highest quality in design and construction.

Comply: Yes XX No _____ Exception: _____

6.0 OPTIONS (BUDGET PERMITTING, THE CITY MAY CHOOSE TO EXERCISE THIS OPTION):

6.1 AMERICAN FLAG:

Add American Flag to the right sleeve. Flag should be a standard size, approximately 2 1/2" high by 3" wide.

Comply: Yes XX No _____ Exception: _____

6.2 NAME PANEL ON COAT TAIL

Provide an individual users name panel on the tail of the coat. The panel and name must meet specification outlined in Paragraph 2.11 DEPARTMENT IDENTIFICATION.

Comply: Yes XX No _____ Exception: _____

6.3 NAME PANEL LOOSE

Provide an individual users name panel loose to allow department to have panels attached to existing coats. The panel and name must meet specification outlined in Paragraph 2.11 DEPARTMENT IDENTIFICATION.

Comply: Yes XX No _____ Exception: _____

B. Price Proposal:

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 0%, if payment is made within 0 days. These payment terms shall apply to all purchases and to all payment methods.
3. Will payment be accepted via commercial credit card? Yes XX No
 - a. If yes, can commercial payment(s) be made online? Yes XX No
 - b. Will a third party be processing the commercial credit card payment(s)? Yes XX No
 - c. If yes, indicate the flat fee per transaction \$ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If "no" to above, will consideration be given to accept the card? XX Yes No
4. Does your firm have a City of Tucson Business License? XX Yes No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications & Experience

1. Provide a general overview of your company, number of years in business, corporate headquarters location, and types of business
2. Provide a detailed description of your shop including facility, equipment and supplies. Please include the size and location(s) of your Tucson facilities.
3. Provide resumes and/or biographies for all key personnel, including supervisors, and the designated point of contact for the contract.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract. Preferably, the City seeks 3 references from fire agencies that are wearing the turnout gear proposed herein.
5. If the use of subcontractors is proposed, provide the information requested in items 1 through 4 above for each subcontractor.

III. GENERAL

A. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or demonstration with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event interviews and/or demonstrations are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

In the event interviews and/or demonstrations are conducted, and in the event samples are requested, information provided during this process shall be taken into consideration when evaluating the stated criteria

B. SAMPLES: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process.

The City also reserves the right to request samples with some or all of the offerors at any point during the evaluation process. If requested, Offerors shall provide four (4) City personnel with a fitted set of Turnout gear. All samples shall be an exact and true representative sample of the actual item offered in the proposal. Complete evaluation should not, but may, exceed six weeks. Samples not used for evaluation tests will be returned to the offerors upon request.

PRICE PAGE

The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	7.0 UNIT PRICE	EXTENDED PRICE
1.	Turnout coats, as per specifications <u>CVBM-32</u> Manufacturer and Model #	120 each	\$ <u>1,254.91</u>	\$ <u>150,589.20</u>
2.	Turnout pants, as per specifications <u>PVFM/F</u> Manufacturer and Model #	120 each	\$ <u>793.86</u>	\$ <u>95,263.20</u>
3.	Suspenders, as per specifications <u>SB342T1</u> Manufacturer and Model #	120 each	\$ <u>35.00</u>	\$ <u>4,200.00</u>
	GRAND TOTAL			\$ <u>250,052.40</u>
4.	American flag	120 each	\$ <u>12.00</u>	\$ <u>1,440.00</u>
5.	Name panel for coat	120 each	\$ <u>49.00</u>	\$ <u>5880.00</u>
6.	Name panel (loose)	500 each	\$ <u>49.00</u>	\$ <u>24,500.00</u>

Cooperative Purchasing Program: The resulting contract will provide the contractor with a valuable sales tool for obtaining sales from other participating agencies. This is beneficial to both the contractor and agency in that the contractor obtains sales without participating in a competitive bid process while the agency acquires its product needs without issuing a competitive solicitation thus saving valuable time and resources.

Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

Yes XX No _____ If yes, state proposed percentage: 0 %

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
266 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4132
ISSUE DATE: NOVEMBER 21, 2012

REQUEST FOR PROPOSAL NO.: 130686
RFP AMENDMENT NO.: TWO (2)
PAGE 2 OF 2
RFP DUE DATE: DECEMBER 14, 2012 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: GILLIAN NEEDHAM

3. Special Terms and Conditions- Please ADD the following:

Item 5. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

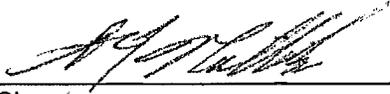
4. Price Page- Please ADD the following:

Cooperative Purchasing Program: The resulting contract will provide the contractor with a valuable sales tool for obtaining sales from other participating agencies. This is beneficial to both the contractor and agency in that the contractor obtains sales without participating in a competitive bid process while the agency acquires its product needs without issuing a competitive solicitation thus saving valuable time and resources.

Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

Yes XX No If yes, state proposed percentage: 0 %

ALL OTHER PROVISIONS OF THE REQUEST FOR PROPOSAL SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

	<u>12/26/12</u>	<u>United Fire Equipment Company</u>		
Signature	Date	Company Name		
<u>Daniel Matlick</u>		<u>335 N. 4th Avenue</u>		
Typed Name and Title		Address		
<u>President</u>		<u>Tucson</u>	<u>AZ</u>	<u>85705</u>
		City	State	Zip

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 130686

PROPOSAL DUE DATE: NOVEMBER 27, 2012, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

MATERIAL OR SERVICE: STRUCTURAL FIREFIGHTING TURNOUT GEAR

PRE-PROPOSAL CONFERENCE DATE: NOVEMBER 15, 2012
TIME: 2:00 P.M., LOCAL AZ TIME
LOCATION: CITY HALL, ATTORNEY'S CONFERENCE ROOM
255 W. ALAMEDA, 7TH FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: Gillian Needham
TELEPHONE NUMBER: (520) 837-4123
Gillian.Needham@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may also be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

GB/sd

PUBLISH DATE: NOVEMBER 5, 2012

INTRODUCTION AND BACKGROUND

The City of Tucson seeks to establish an annual requirements contract for **Structural Firefighting Turnout Gear**, as per specifications, to be delivered to Tucson Fire Supply, 720 E. Ajo, Tucson, Arizona, 85713.

SCOPE OF SERVICES

GENERAL REQUIREMENTS

- 1. INVENTORY** -- The City of Tucson Fire Department has an ongoing requirement for the items indicated in This solicitation. It is an express condition of any award that a Contractor shall maintain a reasonable local stock on hand of all standard uniform items, in a full range of men's and women's sizes, for delivery to or pick-up by Fire Department personnel. **The Contractor shall be able to provide extreme ranges of sizes or any odd sizes required within thirty (30) days after receipt of an order.** Failure to maintain the specified inventory and availability may result in cancellation of the contract.
- 2. DELIVERY:** The delivery time for standard items in standard sizes should not exceed one (1) day. Items identified as "Optional" shall be available within fourteen (14) days. The delivery time for extreme sizes and odd sizes shall not exceed thirty (30) days. The ordering department may grant extensions on delivery time, for specific small orders, to the Contractor until a larger order is needed.
- 3. PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting products purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the TFD Contract Representative.
- 4. USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Department of Procurement. The report shall show date, items purchased, quantity, size, cost, and TFD staff member making the purchase
- 5. MEASUREMENTS/SIZES:** The successful Offeror shall be responsible for measuring all Tucson Fire personnel for whom these turnouts will be purchased. Measuring will be conducted at various fire stations throughout the city. The Fire Department will provide the successful Offeror with a list of locations and dates in order to coordinate required measuring. Turnouts shall be available in a full range of both men's and women's sizes. After initial delivery of the turnouts, the contractor shall accompany Tucson Fire Department personnel to each station to insure proper fit of the garment. If any alterations are needed, the contractor will mark them at that time. Garments will not be accepted until alterations are satisfactorily completed.
- 6. DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

SPECIFICATIONS

1.0 GENERAL PROVISIONS:

- It is the intent of these specifications to provide criteria for the purchase of **Structural Firefighting Turnout Clothing**, for the Tucson Fire Department. The Department intends to purchase an integrated garment ensemble (coat, pants, and suspenders) that offers the highest level of protection against the traditional hazards of structural firefighting, yet provides for reduced overall weight and increased heat protection efficiency. Workmanship shall be of the highest standard and material of the finest quality throughout. In the absence of specifications regarding detail, the best general manufacturing practice shall prevail.
- **BRAND OR TRADE NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/offers of the requirements of the City. Any bid/offer which proposes like quality, design or performance will be considered.
- **EQUALS:** Bids/Offer submitted as alternates, "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the bid/offer. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase.
- The annual usage during the first year of the contract shall be a minimum of 100 sets, with up to 200 sets being possible, based on budget conditions.
- For each Item/Minimum Requirement described in these Specifications, Offeror shall indicate whether or not their proposed clothing complies with the Item/Minimum Requirement. If Offeror does not meet the Item/Minimum Requirement, an explanation as to how the Offeror does meet the requirement shall be provided in the "Exception" space provided. Any equals or exceptions that are not fully stated on the Specification pages themselves must be submitted in an attached letter and clearly reference the Paragraph/Specification number. If no exceptions are taken, the City of Tucson will expect and require complete compliance with the specifications.

1.1 CERTIFICATION:

All garments shall meet or exceed all requirements of NFPA 1971, Standard on Protective Ensemble for Structural Firefighting, 2007 edition.

Comply: Yes _____ No _____ Exception: _____

All garments shall meet or exceed requirements of NFPA 1500, Standard on Fire Department Occupational Safety and Health, 2007 edition.

Comply: Yes _____ No _____ Exception: _____

Manufacturer shall provide evidence of Third Party Certification as prescribed by NFPA 1971, 2007 edition.

Comply: Yes _____ No _____ Exception: _____

Manufacturer shall be registered to ISO 9001, Quality Systems – Model for Quality Assurance in Design, Development, Production, Installation and Servicing. Quality assurance program information and documentation shall be provided upon request.

Comply: Yes _____ No _____ Exception: _____

1.2 LABELING:

All garments shall be labeled in accordance with the requirements of NFPA 1971, 2007 edition. Labeling should fully identify the material content of all garment layers including outer shell, moisture barrier, and thermal liner. A second label shall be provided for each garment (coat/pant), and include the name of the manufacturer, date of manufacture, and garment and/or production control number. Label material shall be flame resistant and secured to a protected location inside the liner and outer shell.

Comply: Yes _____ No _____ Exception: _____

1.3 PERFORMANCE AND TEST RESULTS:

All performance and test results, and patent information, if any, shall be provided upon request.

Comply: Yes _____ No _____ Exception: _____

1.4 USER INFORMATION AND INSTRUCTIONS:

Each garment shall include an attached FEMSA Official User Information Guide and user care instruction packet. A summary sheet shall be included in the packet describing garment specifications, sizing, production details, and cleaning instructions.

Comply: Yes _____ No _____ Exception: _____

1.5 WARRANTY:

All garments shall include a written lifetime guarantee against defects in materials and workmanship. Outer shell shall have a five (5) year warranty. Moisture Barrier shall have a minimum of three (3) year warranty.

Comply: Yes _____ No _____ Exception: _____

1.6 SUPPORT SERVICE:

Offeror shall provide on-call consultation during normal working hours for any maintenance, or repair question, at no charge to Tucson Fire Department. Turnaround period for garment repairs returned to the vendor should not exceed fourteen days. Offeror shall provide loaner turnouts if repair period exceeds fourteen days, for any reason.

Comply: Yes _____ No _____ Exception: _____

1.7 TRACKING PROGRAM:

Offeror shall provide the ability to trace individual garments through an inventory control mechanism. The program shall be able to track all fabric stock used in all layers of the garment construction. A production control number should be included on all garment labels.

Comply: Yes _____ No _____ Exception: _____

2.0 DESIGN AND CONSTRUCTION REQUIREMENTS:

2.1 SIZING:

Turnout ensemble shall be available in a full range of men's and women's (based on women's patterns) sizes. Garments shall be available in custom and/or odd sizing, i.e. coat length, chest, sleeve length, pant length, pant inseam, collar, back yoke depth, and gusset as may be necessary for individual fit, at no additional charge. Custom sizing may also include bicep, hip/seat, and thigh circumference. Small, medium, large, and extra large sizing will not be considered acceptable.

Comply: Yes _____ No _____ Exception: _____

Turnouts ensemble shall provide the following characteristics:

- a. High degree of mobility in arm, elbow, shoulder, crotch, knee, and calf areas.
- b. Minimum potential body exposure in awkward positions such as bending, crawling, and reaching overhead
- c. Tailoring style that reduces turnout weight, while retaining all design and safety requirements.
- d. Creating a "fuller cut" in order to improve mobility will not be acceptable if the result is an increase in overall garment weight.

Comply: Yes _____ No _____ Exception: _____

2.2 CONSTRUCTION:

Coat and trousers shall be constructed in a three (3) part configuration consisting of an outer shell, moisture barrier, and thermal lining.

Comply: Yes _____ No _____ Exception: _____

2.3 OUTER SHELL MATERIAL:

The outer shell fabric shall be PBI Max. PBI Max fabric incorporates 30% 600-denier Kevlar, 7.0 oz. per square yard. The color shall be yellow.

Comply: Yes _____ No _____ Exception: _____

2.4 MOISTURE BARRIER MATERIAL:

- The moisture barrier shall be two layer Crosstech® Black – Type 2F, which is comprised of a Crosstech® membrane laminated to a Nomex® pajama check substrate; weighing a total of 5 oz./sq. yd. This material shall meet all requirements of NFPA 1971, 2007 edition for liquid integrity
- All moisture barrier seams shall be sealed with Gore-Seam tape using a Series 5000EF Gore-Seam sealing machine.
- All edges shall be finished so no raw edges are exposed.

Comply: Yes _____ No _____ Exception: _____

2.5 THERMAL LINER MATERIAL:

- The thermal liner shall be a Glide 100% Spun 3.6oz face cloth: (40% NOMEX®/ 60% Dupont KEVLAR® filament)
- The thermal liner and face cloth should 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.

Comply: Yes _____ No _____ Exception: _____

2.6 COMPATIBILITY:

The combination thermal liner/moisture barrier shall be compatible with the outer shell and not buckle, pull, obstruct, or restrict body motion, even with arms raised. Liner and barrier shall be stitched together, turned and top stitched to create a self-binding seam.

Comply: Yes _____ No _____ Exception: _____

2.7 THREAD:

All thread shall be NOMEX of minimum TEX 70 and match the color of the turnout clothing.

Comply: Yes _____ No _____ Exception: _____

2.8 STITCHING:

- All Major A and B Seams (as defined by NFPA 1971) shall be double fell and double lock-stitched (Stitch Class 300 as defined by ASTM D 6193-97) throughout all three (3) garment layers.
- All Minor seams, pockets, trim, warning labels, single layer hemming and finishing shall be lock-stitched.
- All moisture barrier seams shall be tape sealed with Gore-Seam tape using a Series 5000EF Gore-Seam sealing machine..
- Provide the number of stitches per inch used for all "A" and "B" seams

"A" Seams stitches per inch _____ "B" Seams stitches per inch _____

Comply: Yes _____ No _____ Exception: _____

2.9 POINTS OF STRESS:

All points of stress requiring reinforcement shall utilize bartacks. Rivets will not be acceptable.

Comply: Yes _____ No _____ Exception: _____

2.10 REFLECTIVE TRIM:

- Reflective trim on coat and pants shall be three (3) inch SCOTCHLITE II (triple trim), in a "PROJECT FIRES" pattern. Trim shall be of 3" of lime/yellow. Trim shall be constructed to reduce heat and water retention.
- Trim pattern is also the same as NFPA 1971, Figure 4-1.14.5 Front and Back view Option One.

Comply: Yes _____ No _____ Exception: _____

2.11 DEPARTMENT IDENTIFICATION:

Each coat shall have the words "TUCSON FIRE" sewn in individual letters on a separate panel of Kevlar and Nomex material to match shell in color and style. Letters shall be three (3) inches high and block style. Letters shall be silver color SCOTCHLITE material, non-flammable and reflective. "TUCSON" shall be positioned with the C and S in the center of the coat back, approximately 3-1/2 inches below the base of the collar seam. (See Attachment Department Identification).

Comply: Yes _____ No _____ Exception: _____

2.12 BREATHABILITY REQUIREMENT:

- Excluding where required, necessary or specifically called out for, all materials used in the construction of the garments shall be breathable and all moisture barrier used must be as specified in the following materials section.
- The breathability requirement includes but is not limited to: Collar; chinstrap; stormshield; fly; waterwells; front coat facings; labels; reinforcements and reinforcement cushioning where applicable.
- Areas where non-breathability is allowed: trim; Velcro; hardware or hardware backing; and external pocket linings.

Comply: Yes _____ No _____ Exception: _____

2.13 CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

Using breathable material as outlined in the section titled Breathability Requirement, there shall be a minimum area of 4" x 4" at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi unless otherwise specified within this document, and a minimum 6" x 6" area at the knees that provide 25 CCHR at 8 psi unless otherwise specified within this document. All three-compression areas shall be constructed of high temperature fiber based materials and sewn to the thermal liner on the inside of the liner towards the moisture barrier.

Comply: Yes _____ No _____ Exception: _____

2.14 USE OF PVC FOAM OR SIMILAR FOAM PRODUCTS

Firefighter safety is the motivating factor when determining the material used in PPE. The use of PVC foam, other foam products and non-breathable neoprene foam may contribute to a loss of protection overtime and/or after exposure to heat. This specification requires any use of these materials, in any component of this garment, be specifically called out and details about the product specifications provided with the bid.

Comply: Yes _____ No _____ Exception: _____

2.15 MISSING LINER INDICATOR:

The garment shall incorporate an integrated system that readily indicates a missing combination liner to both the wearer and observers. Materials shall be consistent with that specified and approved for use throughout the garment ensemble.

Comply: Yes _____ No _____ Exception: _____

3.0 COAT REQUIREMENTS:

3.1 PATTERN:

Coat styling may be "Tails" design and approximately 6" longer at the rear hem than at the front. The tail may be removable but be fasten to the garment in such a manner that it will not become caught on obstacles and will remain secured during use. Coat composite shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined in NFPA with both arms fully overhead and wearer bending to rear, sides and front. The sleeve shall allow a full 360 degrees freedom of movement. The coat hem rise with overhead reach of both arms shall not exceed 4-inches on properly fitting garment. Shell and liner retraction at the cuff shall not exceed 1-inch with both arms raised. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with the pants.

Comply: Yes _____ No _____ Exception: _____

3.2 LINER/MOISTURE BARRIER ASSEMBLY:

Liner assembly shall be designed to fit within the outer shell without bunching or pulling. Liner shall extend within one (1) inch of both the outer shell hem at the coat bottom, and outer shell sleeve cuffs. All edges of front, cuffs, and hem shall be bound with a FR binding. Liner assembly shall be attached to the outer shell along the front edges with a minimum of four (4) snap fasteners or zipper on each side, and to each sleeve cuff with two (2) snap fasteners. Snaps or zipper shall be placed uniformly so that all liners of any one size may be interchangeable. An eight (8) by nine (9) inch thermal protection pad shall be attached to the combination liner of each elbow. Moisture barrier seams shall be strapped with GORE-SEAM waterproofing strapping. The liner assembly shall incorporate a Velcro port to allow access for field inspection of the condition of the moisture barrier membrane and the thermal liner system. The liner/moisture barrier must be designed and constructed to reduce wear and abrasion from the outer shell and DRD. Include details with bid.

Comply: Yes _____ No _____ Exception: _____

3.3 COLLAR:

The collar shall be designed and constructed for maximum protection and comfort when in use. Collar design and construction must interface with SCBA masks and Nomex hoods to provide maximum protection and coverage to the user.

Comply: Yes _____ No _____ Exception: _____

3.4 THROAT STRAP:

If a throat strap is designed into the collar assembly there must be the ability to store and secure it when not in use. Throat strap shall be made of matching outer shell material. Throat Strap shall be designed and constructed to provide maximum protection and comfort.

Comply: Yes _____ No _____ Exception: _____

3.5 HANG-UP LOOPS:

Two (2) hanger loops of triple layer **PBI MAX** material shall be provided on the inside and outside of the coat and attached at the collar seam. The loops shall be designed to provide extended service and shall not tear or separate from the coat when the coat is weighted to eighty (80) pounds and hung for one (1) minute.

Comply: Yes _____ No _____ Exception: _____

3.6 THERMAL ENHANCEMENT:

The coats shall include a thermal enhancement system to offer extra protection in the high heat load areas of the upper back, shoulders and chest. The Thermal Protective Performance rating (TPP) of this system shall be provided with bids.

Comply: Yes _____ No _____ Exception: _____

3.7 SLEEVES:

- Sleeves shall be full length and graded proportionate to chest size. The sleeve Major A seam shall follow the underside of arm and not cross over the outside of the elbow joint.
- Sleeve pattern shall limit coat rise to four (4) inches or less at maximum overhead arm extension.
- Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
- Sleeve retraction shall not exceed 1" when both arms are raised overhead to help eliminate wrist exposure.
- Cuffs shall be reinforced with one (1) inch trim and set with four (4) additional rows of stitching.
- The elbow of each sleeve shall be reinforced for durability and designed for maximum mobility.

Comply: Yes _____ No _____ Exception: _____

3.8 WRISTLET:

- Coat shall incorporate waterproof and full thermal protection to the wrist area. The system shall prevent water or debris contact with skin and eliminate any gap between the wristlet and liner sleeve.
- A wristlet of two-ply knitted **NOMEX/KEVLAR**, no less than three (3) inches in length.
- Liner shall be detachable from outer shell, secure enough to withstand repeated reattachments due to garment laundering, and prevent inadvertent detachment during donning/doffing.

Comply: Yes _____ No _____ Exception: _____

3.9 CLOSURE:

- The closure shall consist of an inner and outer closure system in a storm flap design. The inner closure shall be designed for quick donning and doffing and constructed of the highest quality material. The closure must also be designed and constructed to provide maximum protection and comfort.

Comply: Yes _____ No _____ Exception: _____

- The outer closure shall be designed for quick donning and doffing and constructed of the highest quality material. The closure must also be designed and constructed to provide maximum protection and comfort. If a hook and loop material is used it shall be attached in a manner that is durable and designed for repeated use.

Comply: Yes _____ No _____ Exception: _____

3.10 POCKETS:

- Waist: The coat shall have two (2) bellows, or pouch type pockets, located at each of the left and right front waist area. Each pocket shall be reinforced and lined with **KEVLAR** twill material, leaving no raw edges or equivalent material. The pocket shall have a full flap that overlaps the opening by at least two (2) inches when the pouch is full. The pocket shall utilize hook tape inside the flap (2" wide), pile tape on the pouch (2" x 2"), and two (2) eyelets for water drainage. The interior design of the pocket shall enhance the ability for the user to store multiple different tools and safety items. Details on design required with bid.

Comply: Yes _____ No _____ Exception: _____

- Radio clip tab: Each coat shall have a radio clip tab on the left chest. The tab shall be made of 2 layers of reinforced outer shell material or equivalent material. The tab shall be designed to provide extended service and shall not tear or separate from the coat when the coat is weighted to eighty (80) pounds and hung for one (1) minute. The tab shall be three (3) inches wide and two (2) inch tall with an opening of at least two (2) inches that will allow the belt clip of a hand held radio to attach. Below the radio clip tab there shall be a horizontal strap made of 2 layers of reinforced outer shell material or equivalent material with a hook and loop material along the inside face. The strap shall be eleven (11) inches wide and one (1) inch tall and attached to the outer shell at the center of the width. The attachment point must be designed to provide extended service and shall not tear or separate from the coat when the coat is weighted to eighty (80) pounds and hung for one (1) minute.
- Additional tabs- each coat shall have a standard lapel mic tab on the upper right chest.

- The radio clip tab and lapel mic tab shall be placed in a manner that will not interfere with the straps on a Scott SCBA.

NOTE- The intention of this radio clip tab is to feed the belt clip of the hand held radio through the upper tab and use the hook and loop strap below to hold the radio in place. See photo attached.

Comply: Yes _____ No _____ Exception: _____

3.11 DRAG RESCUE DEVICE (DRD)

- The manufacture shall supply an NFPA required and certified DRD with each coat. The device shall be designed to fit each individual chest size. Each strap will be properly labeled with DANGER labels that include what chest size the strap is designed to fit, as well as instructions for care and installation and removal of the device.
- The DRD shall be designed in a manner that reduces excessive material from hanging down the back when installed between the liner and the outer shell.
- The DRD shall be constructed of two components: a grab handle loop of Kevlar to go around the wearer's arms/shoulders. All materials used in the construction of the handle and loops must be made of Kevlar and of a durable reinforced design.
- The DRD shall be designed in such a manner that the rescuer can quickly access the DRD in limited to no visibility while reducing the chance of snagging the handle or loops by accident. The DRD shall also be designed in such a manner that the handle can be stowed and secured by a layer of outer shell material closed with Velcro while still providing quick access to the handle by a grab device. The handle shall be constructed of a soft and pliable Kevlar webbing that promotes comfort and safety when being worn and when used. The DRD shall be designed in such a manner that at no time will the handle or grab device slip within the coat and not be accessible from the outside of the garment.
- The DRD loops shall be constructed of a soft and pliable Kevlar webbing that promotes comfort and safety when being worn and when used.
- The DRD shall be designed in such a manner that promotes single or dual rescuer positions and single rescuer positions from either side of the victim.
- The DRD must be designed and installed so that it will not interfere with, or be interfered by the use Scott SCBA with a 60 minute cylinder.
- The DRD access port/grab handle shall have a RED/ORANGE reflective material on the outside to promote visibility during low light and adverse conditions.

Comply: Yes _____ No _____ Exception: _____

3.12 COAT COMPRESSION AREAS

The coat shall provide a thermal enhancement system in the area of the upper back and chest, shoulder, and outer sleeves above the elbow. The system shall provide a minimum CCHR of 32 wet and 38 dry, it shall not inhibit the Moisture Vapor Transmission Rates and provide maximum flexibility.

Comply: Yes _____ No _____ Exception: _____

4.0 TROUSER REQUIREMENTS:

4.1 PATTERN:

Trousers shall feature tailored multi-piece construction throughout all three (3) garment layers. The trouser shall be a waist high only design to allow for full torso ventilation. Design should result in *minimum garment weight and maximum user mobility, including a stepping reach and an action stride.* High backed, bibbed, or semi-bibbed trousers are not acceptable. Trousers design shall include angled cuffs or a "boot cut" design.

Comply: Yes _____ No _____ Exception: _____

4.2 LINER/MOISTURE BARRIER ASSEMBLY:

Liner assembly shall be designed to fit within the outer shell without bunching or pulling. The liner shall extend within two (2) inches of the outer shell length. Cuffs shall be bound with one (1) inch black **PBI MAX** outer shell material or equivalent material. The combination liner shall be attached to the outer shell with uniformly placed snaps fasteners or zipper around the waist, so that all liners of the same size are interchangeable. The liner shall be attached to the outer shell at each cuff by means of two snap fasteners, located at the inseam and outseam. The liner assembly shall incorporate a Velcro port to allow access for field inspection of the condition of the moisture barrier membrane and the thermal liner system.

Comply: Yes _____ No _____ Exception: _____

4.3 WAISTBAND:

The waistband shall consist of a triple layer of **PBI MAX** material, uniformly placed snaps or zipper, for attachment of the combination liner. Snaps shall face inward and attach to the outer shell in such a way to prevent detachment of liner during donning. An adjustment or "take-up" strap of **PBI MAX** material shall be attached to each side of the waistband and allow for two (2) inches of adjustment on each side. Non-ferrous suspender attachment points shall be provided for attachment of suspenders. Suspender shall be attached to the outer shell liner at the waistline and reinforced with **KEVLAR** twill backing or equivalent material.

Comply: Yes _____ No _____ Exception: _____

4.4 FLY FRONT:

A stormflap shall be attached to the left fly opening, comprised of an uninterrupted moisture barrier layer between two (2) layers of outer shell material. The fly front, outer shell, and liner shall provide complete thermal and moisture barrier protection without gaps for all work situations. The design and construction of the storm flap shall be of the highest quality for repetitive use and ease for donning and doffing.

Comply: Yes _____ No _____ Exception: _____

4.5 THERMAL ENHANCED SEAT

The design and construction of the seat area shall be enhanced for increased protection. This design shall not reduce the users mobility or comfort. Details on this design required with bid.

Comply: Yes _____ No _____ Exception: _____

4.6 KNEE DESIGN:

The knee area shall provide increased thermal protection. The knee shall be design with freedom of movement in all layers. This design shall allow for maximum flexibility within the knee, comfort when kneeling and increased protection to the user. The outer knee material shall be of the highest quality and designed for repeated heavy use.

Comply: Yes _____ No _____ Exception: _____

4.7 POCKETS:

Hip/Waist: A pocket shall be located on the right hip area. The pocket shall be single layer outer shell material, with a two (2) layer outer shell cover. The flap shall overlap the pocket opening at least two (2) inches and utilize a hook and pile closure. The interior design of the pocket shall enhance the ability for the user to store multiple different tools and safety items. Details on design required with bid.

Comply: Yes _____ No _____ Exception: _____

Thigh: The pants shall have two (2) bellows, or pouch type pockets, located one each over the front thigh area of each leg. Each pocket shall be constructed of outer shell material completely lined with **Kevlar** twill material or equivalent (including the pant facing), with no raw edges showing. The pocket flap should overlap the opening by at least four (4) inches when the pouch is full. The pocket shall utilize at least three (2 x 2) inch hook and pile tape on the pouch and three (2" wide by 4" long) inside the flap, respectively, and two (2) eyelets for water drainage.

Comply: Yes _____ No _____ Exception: _____

5.0 SUSPENDERS:

5.1 DESIGN:

Suspenders shall be comprised of two (2) non-elastic shoulder straps with slide adjusters, approximately (2) two inches wide and 42-1/2 inches long, constructed of 100% SEF **MODACRYLIC**. Four (4) elasticized straps shall be attached to the back and two (2) to the front, approximately five (5) inches long, constructed of flame retardant 100% SEF **MODACRYLIC** and 22-gauge rubber strands. All metal parts should be chrome-plated steel. The suspenders shall utilize **NOMEX** thread throughout. Two (2) inch **SCOTCHLITE** triple-trim shall be sewed to each shoulder strap. Alternatives accepted- provide details with bid.

Comply: Yes _____ No _____ Exception: _____

5.2 FASTENERS:

The suspenders shall utilize an attachment system that is of the highest quality in design and construction.

Comply: Yes _____ No _____ Exception: _____

6.0 OPTIONS (BUDGET PERMITTING, THE CITY MAY CHOOSE TO EXERCISE THIS OPTION):

6.1 AMERICAN FLAG:

Add American Flag to the right sleeve. Flag should be a standard size, approximately 2 1/2" high by 3" wide.

Comply: Yes _____ No _____ Exception: _____

6.2 NAME PANEL ON COAT TAIL

Provide an individual users name panel on the tail of the coat. The panel and name must meet specification outlined in Paragraph 2.11 DEPARTMENT IDENTIFICATION.

Comply: Yes _____ No _____ Exception: _____

6.3 NAME PANEL LOOSE

Provide an individual users name panel loose to allow department to have panels attached to existing coats. The panel and name must meet specification outlined in Paragraph 2.11 DEPARTMENT IDENTIFICATION.

Comply: Yes _____ No _____ Exception: _____

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and

otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- F. Periods of time, stated as a number of days, shall be in calendar days.
- G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. PAYMENT DISCOUNTS: Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period.

8. TAXES: The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. PROPOSAL/SUBMITTAL FORMAT: An original and 4 copies (5 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office97 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and

any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
15. **LATE PROPOSALS:** Late proposals will be rejected.
16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
19. **CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed

contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.

20. VENDOR APPLICATION: Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. CITY OF TUCSON BUSINESS LICENSE: Prior to the award of a Contract, the successful offeror must obtain a City of Tucson Business License or a written determination that a business license is not required issued by the City's Business License Section. The business license must remain valid throughout the life of this contract. Contractor must provide a valid copy of the business license or a written determination that a business license is not required prior to award and at contract renewal. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

23. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals, or portions thereof; or
- (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

24. PROPOSAL RESULTS: The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

25. PROTESTS: A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA—(Listed in relative order of importance)

- a. Method of Approach
- b. Price Proposal
- c. Qualifications & Experience

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum:

A. Method of Approach

1. Provide a narrative response to the general requirements of the Scope of Work
2. Respond point-by-point to each of the requirements of the Technical Specifications:
 - Indicate Yes if you Comply.
 - Indicate No if you do Not Comply.
 - Indicate Exception if you take Exception to the requirement. Also indicate why you take Exception and why the Exception should be considered by the City.
3. Describe the products/brands that you are offering. Please provide product brochure, descriptive literature, and/or a product catalog that demonstrates appearance and provides detailed
4. How will embroidery services be handled? In-house or sub-contracted?
5. Provide a detailed method for sizing employees. Offeror shall describe method of communication with City departmental representatives, process for sampling items, and number of staff available for sizing.
6. Describe the range of men and women's sizes that you offer.
7. Provide a timeline between sizing and delivery.
8. Provide a method for delivery of products.
9. Provide a description of proposed quality control practices.
10. Describe your policy for monitoring defects and repairing/replacing defective turnout gear.
11. Describe your method for dealing with incorrect orders when the City employee made an error, and when the error was the fault of the Contractor.
12. Please provide a detailed list of repair services and the cost related to them.
13. Describe how defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses.
14. Please describe the process for sending gear to the NFPA Advanced Cleaning process. Also included the location of where the gear will be sent and estimated turnaround times.
15. Please describe your product warranty, in addition to any manufacture warranties.

B. Price Proposal:

1. Provide price proposal as requested on the Price Page attached herein.
2. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
3. Will payment be accepted via commercial credit card? _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)? _____Yes _____No
 - c. If yes, indicate the flat fee per transaction \$_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If "no" to above, will consideration be given to accept the card? _____Yes _____No
4. Does your firm have a City of Tucson Business License? _____Yes _____No
If yes, please provide a copy of your City of Tucson Business license.

C. Qualifications & Experience

1. Provide a general overview of your company, number of years in business, corporate headquarters location, and types of business
2. Provide a detailed description of your shop including facility, equipment and supplies. Please include the size and location(s) of your Tucson facilities.
3. Provide resumes and/or biographies for all key personnel, including supervisors, and the designated point of contact for the contract.
4. Provide at least three (3) references for work that is similar in scope to the Scope of Work of this contract. Preferably, the City seeks 3 references from fire agencies that are wearing the turnout gear proposed herein.
5. If the use of subcontractors is proposed, provide the information requested in items 1 through 4 above for each subcontractor.

III. GENERAL

A. Interviews/Demonstrations:

The City reserves the right to conduct interviews and/or demonstration with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews and/or demonstrations are not necessary. In the event interviews and/or demonstrations are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview and/or demonstration process.

In the event interviews and/or demonstrations are conducted, and in the event samples are requested, information provided during this process shall be taken into consideration when evaluating the stated criteria

B. SAMPLES: The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process.

The City also reserves the right to request samples with some or all of the offerors at any point during the evaluation process. If requested, Offerors shall provide four (4) City personnel with a fitted set of Turnout gear. All samples shall be an exact and true representative sample of the actual item offered in the proposal. Complete evaluation should not, but may, exceed six weeks. Samples not used for evaluation tests will be returned to the offerors upon request.

The City shall not reimburse the offeror for the costs associated with the sample process.

A sample of all emblems and insignia as per specifications shown on Department Insignia Page (Attachment A) shall be provided upon request.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

E. Multiple Awards:

The City intends to award to a single vendor, however, to provide adequate Contract coverage, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. **TERM AND RENEWAL:** *The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.*
2. **PRICE ADJUSTMENT:** *The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.*
3. **SUBSTITUTE ITEMS:** *The City intends to award Contract(s) for particular products and/or models of equipment as result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The 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 meets or exceeds all specifications required by the original solicitation.*
 - *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.*
4. **FOB DESTINATION FREIGHT PREPAID:** *Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.*

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. CONTRACT AMENDMENTS: The Procurement Department has the sole authority to:

- A. Amend the contract or enter into supplemental verbal or written agreements;
- B. Grant time extensions or contract renewals;
- C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. CONTRACT: The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. DUPLEXED/RECYCLED PAPER: In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. EXCLUSIVE POSSESSION: All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. FEDERAL IMMIGRATION LAWS AND REGULATIONS: Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's

risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 29. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing,

drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

40. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	7.0 UNIT PRICE	EXTENDED PRICE
1.	Turnout coats, as per specifications _____ Manufacturer and Model #	120 each	\$ _____	\$ _____
2.	Turnout pants, as per specifications _____ Manufacturer and Model #	120 each	\$ _____	\$ _____
3.	Suspenders, as per specifications _____ Manufacturer and Model #	120 each	\$ _____	\$ _____
	GRAND TOTAL			\$ _____
4.	American flag	120 each	\$ _____	\$ _____
5.	Name panel for coat	120 each	\$ _____	\$ _____
6.	Name panel (loose)	500 each	\$ _____	\$ _____

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

Approved as to form this _____ day of _____, 2012.

CITY OF TUCSON, a municipal corporation

Awarded this _____ day of _____, 2012.

As Tucson City Attorney and not personally

Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally

EXHIBIT B

UNITED FIRE EQUIPMENT COMPANY RATE SHEET



UNITED FIRE

Life Safety is Serious Work®

335 N. Fourth Avenue, Tucson, AZ 85705
t. 800.362.0150 f. 800.882.3991

QUOTE

Number UFEQ18465

Date Mar 31, 2015

Acct No GLE015

Sold To

Glendale Fire Department

Marsha Brantner
6210 W. Myrtle
Building N
Glendale, AZ 85301
Maricopa

Phone (623)930-6097

Fax

Ship To

Glendale Fire Department

Marsha Brantner
6210 W. Myrtle
Building N
Glendale, AZ 85301
Maricopa

Phone (623)930-6097

Fax

Your Sales Rep Paul Fraser

PaulF@ufec.com

Offer

Prepared By: *Paul Fraser*

Dept	Terms	Tx Code	Due	P.O. Number	Ship Via	W#	P#	FOB	Location
	NET 30	TUCSON	4/2/2015		Best			Destination	

Qty	Part Number	Description	Unit Price	Ext. Price
15	LIOCVBM-32/GLND/EVAL	Lion V-Force Bi-Swing Back Coat PBI Max per Glendale FD Specifications Wear Test Evaluation	\$1,032.01	\$15,480.15
15	LIOPVFM/F/GLND/EVAL	Lion V-Force Pant, PBI Max w/Belt per Glendale FD Specifications	\$706.56	\$10,598.40

*Wear Test Pricing is used for this Quotation.
Firefighters will be sized by Lion & United Fire Representatives.*

SubTotal	\$26,078.55
Tax	\$2,112.36
Shipping	\$0.00
Total	\$28,190.91

Terms & Conditions of Sale: Prices quoted are firm for thirty (30) days unless otherwise noted. When you accept a quote it is our indication that you have selected any required changes, carefully reviewed all part numbers, descriptions, unit quantities, taxes, shipping, and handling charges. A 50% deposit is required on all engineered projects and orders for non-stock items without approved payment terms. United Fire accepts all major credit cards, cash, business checks, and EFT's. Automatic monthly and quarterly credit card billing options are offered for inspection and maintenance packaged services. We hope you use our products safely. In the event that an item needs to be replaced or returned we will attempt to make reasonable accommodations. In accordance with United Fire's return policy, a re-stocking fee may be applied at the time of a return. There is a \$35.00 fee for cancelling scheduled services within 24 Hours of a set appointment. The order process begins when you sign and accept the quote and make any required incremental payments. Orders do not ship until a full payment has been authorized via approved purchase order or credit card. There is a 1.5% per month late charge on all past due invoices. LIMITATION OF LIABILITY: The Seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise, shall not exceed One Thousand Dollars (\$1000.00) and buyer's remedy or damages shall be limited to, the return of the purchase price paid. Under no circumstances shall seller be liable for consequential or special damages.