

**AGREEMENT FOR
FIREFIGHTER TURNOUT GEAR
City of Glendale Solicitation No. IFB 21-50**

This Agreement for Firefighter Turnout Gear ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Matlick Enterprises dba United Fire Equipment, an Arizona Corporation, (the "Contractor"), as of the ____ day of _____, 20

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 21-50 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$3,000,000, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. Notices.

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Matlick Enterprises dba United Fire Equipment
c/o Paul Fraser
335 North 4th Avenue
Tucson, AZ 85705

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Anthony Weathersby
5850 W Glendale Ave
Glendale, Arizona 85301
623-930-2864

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

- 16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 17. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

- 18. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Matlick Enterprises dba United Fire Equipment,
an Arizona Corporation



By: Paul Fraser
Its: Product Manager/Equipment Sales

EXHIBIT A
FIREFIGHTER TURNOUT GEAR
PROJECT

Contractor will provide Firefighter turnout gear as described in IFB 21-50.



**SOLICITATION NUMBER: IFB 21-50/ 42100061
FIREFIGHTER TURNOUT GEAR**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301**

3. COMPLIANCE CHECK SHEET

If NOT Compliant, please be specific about what area is not in compliance and thoroughly explain the differences in a separate letter/memo as to why you chose to take an exception. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Any pictures/digitals photos would also be preferred to show any of the exceptions.

Check Response

2.1 COMPLIANCE OF STANDARDS & REGULATIONS

- | | | |
|--|---|-----------------------------|
| 2.1.1 NFPA CERTIFICATION/TRAINING | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.2 CERTIFICATIONS/ADDITIONAL MANUFACTURER REQUIREMENTS | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.3 COUNTRY OF ORIGIN | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.4 SAMPLES | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.5 RESEARCH & DEVELOPMENT | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.6 NEW PRODUCT AVAILABILITY | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.7 DISCONTINUATION OF CONTRACTED ITEM | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.8 LIABILITY CONSIDERATIONS | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.9 WARRANTY | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.10 DELIVERY | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.11 USER INFORMATION GUIDE | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.12 CLEANING INSTRUCTIONS | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.13 TRACEABILITY | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.14 LABELING | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.15 QUALITY | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.16 WORKMANSHIP | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.17 REPAIR & REPLACEMENT PARTS | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.18 BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL & SAFETY | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.1.19 CAUSE FOR REJECTION | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

2.2 STRUCTURAL FIREFIGHTING HELMET –CONSTRUCTION REQUIREMENTS

- | | | |
|---|---|--|
| 2.2.1 OUTERSHELL | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.2.2 BRIM EDGE TRIM | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.2.3 HELMET HARDWARE AND THREAD REQUIREMENTS | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2.2.4 HELMET HANGER LOOP AND BRACKET | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2.2.5 FACE SHIELD MOUNTING BRACKETS | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |



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**CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
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- 2.2.6 SUSPENSION HEADBAND AND RETENTIONS SYSTEMS Yes No
- 2.2.7 EYE PROTECTION MOUNTING SYSTEM Yes No
- 2.2.8 REFLECTIVE TRIM Yes No
- 2.2.9 EAR COVERS/FLAPS Yes No
- 2.2.10 CHINSTRAP Yes No
- 2.2.11 WARRANTY Yes No

2.3 TURNOUT GARMENT/COAT & PANT - CONSTRUCTION REQUIREMENTS

- 2.3.1 ADDITIONAL LABELING Yes No
- 2.3.2 PACKAGING Yes No
- 2.3.3 THREAD Yes No
- 2.3.4 STITCH METHODS Yes No
- 2.3.5 MATERIALS FOR COAT & PANTS Yes No
- 2.3.6 OUTER SHELL MATERIAL Yes No
- 2.3.7 MOISTURE BARRIER MATERIAL Yes No
- 2.3.8 BREATHABILITY REQUIREMENTS Yes No
- 2.3.9 THERMAL LINER Yes No
- 2.3.10 REINFORCEMENT MATERIALS Yes No
- 2.3.10.1 CUFF REINFORCEMENT Yes No
- 2.3.10.2 SEAM ABRAISION SHIELD Yes No
- 2.3.10.3 POCKET REINFORCEMENT Yes No
- 2.3.10.4 ELBOW REINFORCEMENT Yes No
- 2.3.11 REFLECTIVE TRIM Yes No

2.4 COAT - CONSTRUCTION REQUIREMENTS

- 2.4.1 PATTERNING REQUIREMENTS COAT Yes No
- 2.4.2 THERMAL REINFORCED YOKE Yes No
- 2.4.3 YOKE REINFORCEMENT Yes No
- 2.4.4 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION Yes No
- 2.4.5 MOISTURE BARRIER/THERMAL LINER ATTACHMENT Yes No
- 2.4.6 INSPECTION PORT Yes No
- 2.4.7 COAT RISE Yes No
- 2.4.8 HANG UP LOOP Yes No
- 2.4.9 SIZING Yes No
- 2.4.10 COAT LENGTH Yes No
- 2.4.11 LABEL LINER POCKET Yes No
- 2.4.12 SLEEVES Yes No
- 2.4.13 BELLOWS UNDERARMS Yes No
- 2.4.14 WRISTLET EXTERNAL Yes No
- 2.4.15 COLLAR Yes No
- 2.4.16 SHOULDER CAPS Yes No
- 2.4.17 LINER & DESIGN ATTACHMENT Yes No
- 2.4.18 DRAG RESCUE DEVICE Yes No
- 2.4.19 STORM SHIELD/CLOSURE SYSTEM Yes No
- 2.4.20 POCKETS Yes No
- 2.4.21 REFLECTIVE TRIM Yes No
- 2.4.22 AMERICAN FLAG Yes No
- 2.4.23 MICROPHONE TAB Yes No



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5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301**

- 2.4.24 RADIO STRAP Yes No
- 2.4.25 GLOVE HOLDER Yes No
- 2.4.26 D-RING Yes No
- 2.4.27 REMOVABLE ACCOUNTABILITY PANEL Yes No
- 2.5 PANT - CONSTRUCTION REQUIREMENTS**
- 2.5.1 PATTERNING & DESIGN Yes No
- 2.5.2 WAISTBAND Yes No
- 2.5.3 CUFFS Yes No
- 2.5.4 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION Yes No
- 2.5.5 MOISTURE BARRIER/THERMAL LINER ATTACHMENT Yes No
- 2.5.6 INSPECTION PORT Yes No
- 2.5.7 SIZING Yes No
- 2.5.8 KNEE PADDING/THERMAL LAYERING Yes No
- 2.5.9 FLY CONSTRUCTION Yes No
- 2.5.10 BOOT CUT Yes No
- 2.5.11 REFLECTIVE TRIM Yes No
- 2.5.12 SUSPENDERS Yes No
- 2.5.13 BELT AND HARNESS Yes No
- 2.5.14 POCKETS Yes No
- 2.5.15 TAKE UP STRAPS Yes No
- 2.6 STRUCTURAL FIREFIGHTING GLOVES – CONSTRUCTION REQUIREMENTS**
- 2.6.1 OUTERSHELL Yes No
- 2.6.2 THERMAL LINER Yes No
- 2.6.3 PROTECTIVE BARRIER Yes No
- 2.6.4 WRIST PULL Yes No
- 2.6.5 HANGER LOOP Yes No
- 2.6.6 THREAD Yes No
- 2.6.7 SIZING Yes No
- 2.7 STRUCTURAL FIREFIGHTING PARTICULATE HOODS – CONSTRUCTION REQUIREMENTS**
- 2.7.1 LABELING Yes No
- 2.7.2 MATERIAL SPECIFICATIONS Yes No
- 2.7.3 DESIGN AND CONSTRUCTION SPECIFICATION Yes No
- 2.7.4 FABRIC PERFORMANCE VALUES Yes No
- 2.7.5 TOTAL HEAT LOSS Yes No
- 2.7.6 THERMAL PROTECTIVE PERFORMANCE Yes No
- 2.7.7 SIZING Yes No
- 2.7.8 FACE OPENING Yes No
- 2.7.9 BINDING Yes No
- 2.7.10 SEAMS Yes No
- 2.8 STRUCTURAL FIREFIGHTING BOOTS – CONSTRUCTION REQUIREMENTS**
- 2.8.1 ADDITIONAL CERTIFICATION Yes No
- 2.8.2 SIZING Yes No
- 2.8.3 BOOT SPEC #1 MFG/MODEL: GLOBE SHADOW™ Yes No




**SOLICITATION NUMBER: IFB 21-50/ 42100061
FIREFIGHTER TURNOUT GEAR**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301**

- 2.8.3.1 **SIZING** Yes No
- 2.8.4 **BOOT SPEC #2 MFG/MODEL: BLACK DIAMOND X2** Yes No
- 2.8.4.1 **SIZING** Yes No
- 2.8.5 **BOOT SPEC #3 MFG/MODEL: FIREDEX XL-200** Yes No
- 2.8.5.1 **SIZING** Yes No
- 2.8.6 **BOOT SPEC #4 MFG/MODEL: HAIX EAGLE** Yes No
- 2.8.6.1 **SIZING** Yes No

- 2.9 **CITROSQUEEZE®**
- 2.9.1 **LABELING** Yes No
- 2.9.2 **COMPONENTS** Yes No
- 2.9.3 **COMPOTENCIES** Yes No
- 2.9.4 **QUANTITY** Yes No

	SOLICITATION NUMBER: IFB 21-50/ 42100061 FIREFIGHTER TURNOUT GEAR	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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4. **OFFER SHEET (Must be printed, signed and returned)**
 Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

<u>Paul Fraser</u> Authorized Signature	May 6, 2021 Date
Paul Fraser	Matlick Enterprises DBA: United Fire Equipment Comp.
Printed Name (Authorized Signatory)	Legal Company Name
Product Manager/Equipment Sales	Offeror Certifies it is a (check only one):
Job Title	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation
PaulF@ufec.com	335 North 4th Avenue
Email Address	Mailing Address
480-276-7925	Tucson, AZ 85705
Phone Number	City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Contact Name	Phone Number	Email Address
FEDERAL TAXPAYER ID NUMBER (Required): <u>86-0354-767</u>		

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

10-069769B
 Yes, Number _____ Tax Rate: 8.1% OR No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

- No, I do not have a conflict of interest
- Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

- Exhibit 1 – Special Terms & Conditions Exhibit 2 – Special Instructions Exhibit 3 – Sample Agreement




**SOLICITATION NUMBER: IFB 21-50/ 42100061
FIREFIGHTER TURNOUT GEAR**

**CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301**

5. PRICE SHEET

Bidders are requested to bid in a **quantity of one (1)** unless otherwise indicated. Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

FIREFIGHTER TURNOUT GEAR					
Item No.	Estimated Quantities (A)	Unit	Description	Unit Price (B)	Extended Amount (A X B)
5.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: <u>CAIRNS/664</u> <u>C-MOD-A*12A22120</u>	\$236.25	\$35,437.50
5.2	150	Each	TURNOUT COATS Mfg/Model: <u>LION/CSTM-32/35</u>	\$1,750.00	\$262,500.00
5.3	150	Each	TURNOUT PANTS Mfg/Model: <u>LION/PVFM/F</u>	\$1,175.00	\$176,250.00
5.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: <u>LION/COMMANDER ACE</u> <u>LPG928BK</u>	\$92.50	\$18,500.00
5.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: <u>LION/HD395142</u>	\$95.00	\$76,000.00
5.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS - GLOBE SHADOW™		NO BID
5.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS - BLACK DIAMOND X2		NO BID
5.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS - FIREDEX XL-200	\$325.00	\$32,500.00
5.9	100	Pair	STRUCTURAL FIREFIGHTING BOOTS - HAIX EAGLE	\$380.00	\$38,000.00
5.10	125	5 Gallons	TURNOUT SOAP/CITROSQUEEZE	\$153.99	\$19,248.75
GRAND TOTAL (Items 5.1 through 5.10)					\$658,436.25

	SOLICITATION NUMBER: IFB 21-50/ 42100061 FIREFIGHTER TURNOUT GEAR	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5.2 **TAX AMOUNT** Bidders should not include transaction use tax or federal tax in their unit price. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax Rate: 8.1 %

5.3 **DELIVERY** Bidder states that all orders shall be delivered per Section 2.2.10 after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.

- YES, I will accept payment under this contract with the Procurement Card.
- NO, I will not accept payment under this contract with the Procurement Card.

Company Name: UNITED FIRE EQUIPMENT COMPANY



SOLICITATION ADDENDUM

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2864

Solicitation Number: IFB 21-50/ 42100061

Addendum #1 Page 1 of 2

Solicitation Due Date: May 13, 2021, 2:00 p.m. (Local Time)

IFB 21-50 FIREFIGHTER TURNOUT GEAR

As a result of questions raised about this solicitation, the following revisions and clarifications have been made to Invitation for Bids No. 21-50:

DUE DATE: The Due Date for this solicitation has been extended to May 13, 2021 at 2:00 PM Local Time.

REPLACEMENT:

The City would like to clarify and remove some language that could be deemed proprietary and answer questions that have been received.

Reference 2.1.5 Wear Test samples shall comply with 2.2.4.

Please clarify this requirement as 2.2.4 explains a helmet hanger loop and hardware.

This appears to be a typo. In 2.1.5, where it states, "Any wear test sample(s) shall comply with 2.2.4." it should instead say, "Any wear test sample(s) shall comply with 2.1.4." This refers to the section immediately preceding 2.1.5 addressing sample needs and requirements.

Please explain the meaning and intention of 2.1.4 Wear Test Samples. Does the City intend to actually request 8 sets for wear test purposes?

When evaluating new turnout designs and materials in the future, then yes, that is what we intend.

2.1.5 Research and Development

Please clarify what this actually means to the Vendors. This verbiage is very vague and is not clear and concise.

This means that we expect that whatever vendor we select will remain abreast of new products and technologies. Glendale Fire does not have the expertise, funding, or facilities to remain constantly aware of new PPE technology and will rely on the vendor to apprise us of new products that may help our members stay safe and cancer-free. We are requesting that at least annually, the vendor meet with our representatives to showcase new products, services, and materials that may be available. This would include getting GFD approval prior to incorporating any new technologies into products we already order.

2.2.1 Fire Helmet

The term FYR-Glass is a proprietary name used by Morning Pride in their structural helmets. The City was not aware FYR-Glass was a proprietary product of Morning Pride. The language in 2.2.1 shall be changed to, "The entire outer shell shall be composed of FYR-Glass, a comparable fiberglass composite or Kevlar® reinforced material, or the strongest materials available while providing resistance to impact penetration and offering the lightest weight helmet."



SOLICITATION ADDENDUM

CITY OF GLENDALE
Procurement Division
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Solicitation Number: IFB 21-50/ 42100061

Addendum #1 Page 2 of 2

Solicitation Due Date: May 13, 2021, 2:00 p.m. (Local Time)

2.4.18 Drag Rescue Device uses the proprietary term Firefighter Recovery Harness. Changes to be made to Section 2.4.18 are as follows:

2.4.18 DRAG RESCUE DEVICE (DRD): Remove "Firefighter Recovery Harness" and replace with The DRD shall be constructed of a...

The loop handle shall have a silver retro-reflective logo or patch. The DRD provides mechanical leverage for...

2.5.1 Pant Patterning. The term V-Fit is a proprietary brand for Lion.

The term V-Fit will be removed from 2.5.1. and wording in 2.5.1 will be replaced as shown below:

2.5.1 PATTERNING AND DESIGN: The pant shall have a low-rise waist design that offers a unique pattern to support natural movement, reduce firefighter stress and fatigue with a two-inch KEVLAR® belt. The pant shall be multi patterned design to allow for the best optimum balance of comfort, mobility, and protection. The design shall also allow for a radial inseam to eliminate a bulky crotch seam and a widened crotch gusset.

Garments shall feature a more tailored fit with contoured legs and knees for better mobility and a radial inseam to reduce tension and add comfort. The radial banded insert shall runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee, reduces tension, adds comfort, and helps to alleviate stress to extend the useful life of the gear.

2.6 Structural Firefighting Gloves

The term Shelby will be removed, and the following language will be added to the end of 2.6. "If these specific requirements cannot be met, a glove that best resembles this product and provides similar safety, flexibility, and dexterity features."

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: UNITED FIRE EQUIPMENT COMPANY

Address: 125 W. GEMINI, SUITE E7, TEMPE, AZ. 85283

Authorized Signature: *Paul Fraser*

Print Name and Title: PAUL FRASER/PRODUCT MANAGER



SOLICITATION ADDENDUM

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2864

Solicitation Number: IFB 21-50/ 42100061

Addendum #2 Page 1 of 1

Solicitation Due Date: May 13, 2021, 2:00 p.m. (Local Time)

IFB 21-50
FIREFIGHTER TURNOUT GEAR

As a result of questions raised about this solicitation, the following revisions and clarifications have been made to Invitation for Bids No. 21-50:

Modification:

Section 2.1.4 for Samples is revised to state that "If samples are requested for field testing, six (6) samples will be required."

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: UNITED FIRE EQUIPMENT COMPANY

Address: 125 W. GEMINI DR., SUITE E7, TEMPE, AZ 85283

Authorized Signature: *Paul Fraser*

Print Name and Title: PAUL FRASER/PRODUCT MANAGER

Cairns® Modern Helmets

For structural firefighting and rescue operations

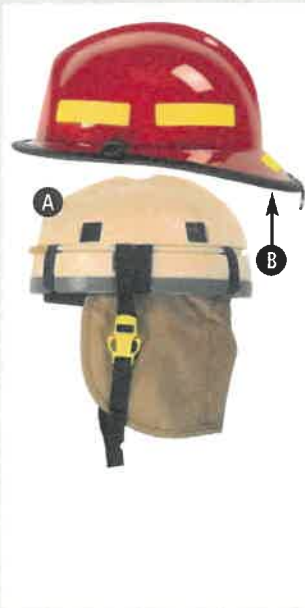


Protecting First Responders
Since 1836



*Because every life has a **purpose...***

						
	Metro 660C™ Helmet	Invader 664™ Helmet	Commando HP3° Helmet	Structural 360S° Helmet	Rescue 360R™ Helmet	Rescue 360R-13 Helmet
NFPA-1971 COMPLIANT	●	●	●	●	●	
NFPA-1951 COMPLIANT			●		●	●
5-YEAR SHELL WARRANTY	●	●	●	●	●	●
DURAGLAS® COMPOSITE THERMOPLASTIC	●	●	●			
IMPACT CAP	●	●	●	●	●	
SHELL RELEASE SYSTEM	●	●				
DEFENDER® VISOR	●	●	●			
CFR PROXIMITY SYSTEM	●	●				



Ⓐ Impact Cap

- Impact protection
- Thermal protection
- High-heat resistant
- Flame-resistant
- Exclusive tube-lock shock-absorbing system

Ⓑ Shell Release System

- Shell releases if your helmet is knocked off by a collapsing structure or hung up during fall through a roof or floor.
- Helmet shell separates from impact cap with 80+ lbs. of pressure.
 - You maintain head impact and thermal protection.

CAIRNS HELMET EXCLUSIVE!



CAIRNS HELMET EXCLUSIVE!

Defender Visor

- Integrated, retractable eye protection
- Stays clean and protected from heat when stowed
- Easy to use, maintain and change out
- Meets NFPA and ANSI standards



CFR Proximity System

- NFPA-1971 compliant
- Easy to use
- Does not interfere with SCBA
- Aluminized PBI/Kevlar layer, vapor barrier and inner layer

The Assemble-To-Order System for Cairns Modern Helmets

The ATO System is easy to use, allowing you to order the right configuration to fit your needs. The ATO System allows you to build your own helmet by creating a feature-specific part number.

A	B	C	D	E	F	G	H	I	J
Model	Color	Eye Protection	Headband Liners	Earlap	Chinstrap	Trim Type	Trim Color ▼	Trim Shape	Accessory Bracket
2 660C Metro	1 Black	0 None *	1 Economy Flannel	0 None *	1 Nomex w/Quick Release	0 None *	1 Lime/Yellow (standard)	1 Tetrabar	0 None
5 Commando HP3	2 Red	1 4" Tuffshield	2 Standard Flannel	1 Yellow Nomex	2 Nomex w/Quick Release & Postman's Slide	2 Reflexite (Standard)	2 Red/Orange *	2 Bar *	9 Frontpiece Bracket
6 Structural 360S	3 Blue ‡	2 Cairns ESS Goggles	3 Deluxe Leather w/Crown Pad	2 Yellow Nomex w/Underchin Extension	3 3" longer Nomex w/Quick Release & Postman's Slide (360S only)	3 Scotchlite	3 Blue * (Reflexite only)	3 Diamond *	
A Invader 664	4 White	4 ESS Innerzone 3 Goggles		3 PBI/Kevlar	4 Nomex w/Postman's Slide (360S only)		4 White *	4 Triple Trim * (Scotchlite only)	
B Rescue 360R	5 Yellow	5 ESS Innerzone 2 Goggles		4 PBI/Kevlar w/Underchin Extension	6 6" longer Nomex w/Postman's Slide (360S/R/R-13 and non-Defender 660C/664 only)				
C Rescue 360R-13	6 Orange ‡	6 ESS Innerzone 1 Goggles		5 Bloodborne Pathogen Resistant	7 3-point w/Quick Release (360R/R-13 and HP3 only)				
D 660C Metro Defender	7 Green † ‡	7 4" Standard Faceshield		8 Extended Black Nomex **					
E Invader 664 Defender		8 6" Standard Faceshield		9 CFR Aluminized Bonnet w/PBI/Kevlar Shroud & Nomex Earlap ●					
G Commando HP3 Defender		9 4" Gold-Coated Faceshield ●		A Black Nomex					
		A 6" Gold-Coated Faceshield ●							
		B ESS StrikeTeam XTO Goggle ★ ◆							
		C Defender Visor, Clear ■							
		D Defender Visor, Amber Tuffshield ■							

- ⊕ Also compliant to NFPA 1951
- ▲ Not available with faceshield
- ★ NFPA 1951-compliant only
- Must specify Defender Visor in both model & eye protection sections
- ‡ Not available on Invader 664 Helmet
- † Not available on 360S/R/R-13 Helmets
- Non-Defender 660C/664 Helmets only
- ◆ 360S/R/R-13 and HP3 Helmets only
- * Not NFPA 1971-compliant
- ** Not available for helmets with Defender Visor
- ▼ Not all trim colors are available in all trim types and shapes

Column: A B C D E F G H I J

C-MOD- (A) (*) (1) (2) (A) (2) (2) (1) (2) (0)

PART NUMBER

QUANTITY

Build your front: www.msanet.com/fronts

Share your Cairns Helmet story: CairnsCommunity.msanet.com

Safety is all we do

Born and bred in the USA, we've been helping to protect the lives of first responders for nearly 100 years. Whether it's SCBA, thermal imaging cameras, Cairns® Helmets, or gas detectors, our products can be found in nearly every firehouse in the United States and Canada.



SCBA



THERMAL IMAGING CAMERAS



CAIRNS HELMETS



GAS DETECTION

Connect with us **online**



Note: This bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions including any warnings or cautions provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.



ID 3600-08-MC / Nov 2012

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Corporate Center
1000 Cranberry Woods Drive,
Cranberry Township, PA 16066 USA
Phone 724-776-8600
www.MSAafety.com

U.S. Customer Service Center
Phone 1-800-MSA-2222
Fax 1-800-967-0398

MSA Canada
Phone 1-800-672-2222
Fax 1-800-967-0398

MSA Mexico
Phone 01 800 672 7222
Fax 52-44 2227 3943

MSA International
Phone 724-776-8626
Toll Free: 1-800-672-7777
FAX 724-741-1559

MSA
The Safety Company

www.MSAfire.com

10-Year Warranty and Terms of Sale

MSA Cairns® Fire Helmets



1. The Effective Date of this 10-Year Warranty for MSA Cairns Fire Helmets is January 1, 2015. All MSA Cairns Fire Helmets manufactured on or after January 1, 2015, shall be covered by the terms issued under this warranty. This warranty supersedes any printed or electronic warranties provided with a MSA Cairns Fire Helmet which was manufactured on or after January 1, 2015.
2. All MSA Cairns Fire Helmets manufactured before January 1, 2015, shall be covered by the terms issued under the previous Warranty.
3. **Express Warranty**— MSA warrants MSA Cairns Fire Helmets manufactured on or after January 1, 2015, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture by MSA. This warranty applies to original assembled components of the fire helmet including: shell; impact cap assembly; and suspension. No agent, employee or representative of MSA has any authority to bind MSA to any affirmation, representation, or warranty concerning the goods sold hereunder.
4. **Limited Warranty**—Items designed for normal wear (such as reflective trim, ear laps, goggles, face shields and chinstraps) are covered for one year. See "Limited Warranty and Terms of Sale" (3600-115 MC) for warranty details on these products.
5. **Release of Obligations**—MSA shall be released from all obligations under this warranty in the event that repairs, repainting or modifications of the fire helmet as sold by MSA are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, misuse, abuse, or normal wear. MSA makes no warranty concerning replacement components (i.e., one that was not part of the original assembly) or non-certified accessories, but will pass on to the Purchaser all warranties of manufacturers of such components.

MSA Cairns Fire Helmets meet the current NFPA 1971 standard. Testing and training exercises (e.g., flashover and/ or high heat training) may damage the fire helmet. To avoid such damage, always use an aluminized helmet cover designed to work with applicable MSA Cairns Fire Helmets. Any heat damage to a fire helmet during training without an aluminized cover voids all warranties herein, express or implied.

6. **Exclusive Remedy**—It is expressly agreed that the Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of MSA, or for any other cause of action, shall be the repair and/or replacement, at MSA's option, of any equipment or parts thereof, that after examination by MSA are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Purchaser, F.O.B. Destination, Freight Prepaid, to the Purchaser's named destination. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.
7. **Exclusion of Accessories**—MSA Cairns Helmet Accessories made available for purchase by MSA are not part of the certified product and are excluded from this warranty. MSA Cairns Helmet Accessories include but are not limited to: front-pieces, front-piece brackets, and Traditional Bourkes. See "Limited Warranty and Terms of Sale" (3600-115 MC) for warranty details on these products.
8. **Exclusion of Consequential Damages**—Purchaser specifically understands and agrees that under no circumstances will MSA be liable to Purchaser for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA. **This warranty is in lieu of all other warranties, express, implied or statutory, and is strictly limited to the terms hereof: MSA specifically disclaims any warranty of merchantability or of fitness for a particular purpose. In addition, MSA expressly disclaims any liability for economic, special, incidental, or consequential damages in any way connected with the sale or use of MSA products, including, but not limited to, loss of anticipated profits.**
9. MSA reserves the right to review and update the warranty terms, as needed, to comply with applicable laws or Standards.



MSA Cairns® FIRE HELMET PRODUCT SPECIFICATION

PRODUCT TYPE:

Structural Firefighting Helmet(s) with Proximity Firefighting Option

PRODUCT MODEL(S):

MSA Cairns 660C Metro® and Invader 664® Fire Helmets

PURPOSE:

To supply a uniform, standard product specification for a fiberglass composite structural fire helmet.

SCOPE:

The scope of this product specification encompasses the performance criteria, design, construction and materials deemed necessary for helmets utilized for structural (and proximity as applicable) firefighting.

GENERAL:

Helmets manufactured in accordance with this specification are designed to mitigate adverse environmental effects to the firefighter's head while providing the specifying authority with what are, in their opinion, essential requirements.

PERFORMANCE CRITERIA/STANDARDS:

The 660C Metro & Invader 664 Fire Helmets shall meet the requirements of NFPA 1971:2018 (or the current edition) for structural firefighting and proximity firefighting when that option is selected; US-OSHA 1910.156, and CAL-OSHA

All eye/face protection sold as part of the original helmet assembly shall be compliant with the impact requirements of the current versions of ANSI/ISEA Z87.1 and NFPA 1971:2018.

PERFORMANCE VERIFICATION DATA REQUIREMENT:

Response to this specification shall include a complete and current NFPA 1971 test report from a recognized, accredited test facility detailing all performance data for the helmet(s) and compliant helmet components included in the original assembly. Certificates of conformance and/or letters of certification alone shall not be acceptable. Component testing is not acceptable. Certification testing is conducted every year to a random lot size, as per NFPA requirements.

MANUFACTURER'S WARRANTY:

MSA warrants MSA Cairns Fire Helmets manufactured on or after January 1, 2015, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture by MSA. For warranty details, please see "10-Year Warranty and Terms of Sale" (ID 3600-72-MC / February 2015). For MSA Cairns Fire Helmets manufactured prior to January 1, 2015, please refer to ID 3600-09-MC / Jan 2005. All warranty documents can be found on the MSA website (MSAsafety.com).



PRODUCT VISUAL(S):



Cairns® 660C Metro™ Fire Helmet



Cairns® Invader 664 Fire Helmet

HELMET SHELL:

The 660C Metro & Invader 664 helmets shall be of the Modern Fire Helmet style. The shell shall have a down-sloping brim to enhance water shed. The radius of the juncture of the brim and crown shall be no less than 0.1875" to maximize deflection of debris and impact protection.

The shell material shall be a fiberglass composite, consisting of a high-temperature-, flame-, and chip-resistant "through-colored" thermoset resin, reinforced with 1" and 2" chopped fiberglass, compression-molded to form a one-piece shell.

660C Metro Helmet Colors

The exterior of the shell shall be completely coated with a color pigmented, high gloss, abrasion, high heat and chemical resistant paint finish. The shell color and matched paint finish shall be available in the standard colors of white, red, black, and yellow. Orange, blue, and green painted finishes shall be available over a white composite shell.

Invader 664 Helmet Colors

The shell shall be available in white, red, black, and yellow with an unpainted, matte finish.

The shell dimensions (w/ edge trim) shall be 14.00" (L), 11.13" (W) and have a crown depth of 5.9". The shell shall have a nominal wall thickness of 0.065".

The shell shall have black or white¹, high-temperature, flame-resistant, flexible edge trim composed of an aluminum core coated with thermoplastic rubber (TPR). The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core, and secured at the mating ends with a high-temperature adhesive and clamped by the helmet hangar clip at the edge of the rear brim.

The shell shall have a helmet hanger comprised of a 3/4" nickel-plated "D" ring and a stainless steel clip. The helmet hanger shall be attached to the center rear of the brim.

¹ Available on white helmet shells only



IMPACT CAP:

The impact cap is designed to help provide increased thermal and impact protection. The impact cap shall be comprised of a rigid cell, high-temperature urethane foam dome attached to a flame-resistant, thermoplastic Polyphenylene Oxide (PPO) inner liner that covers the entire inside crown of the helmet. The impact cap shall be modular and field-removable for periodic inspection of the foam's integrity.

HEAD SUSPENSION:

The 660C Metro & Invader 664 Fire Helmets shall consist of a six-way head suspension system, attached to the impact cap. The head suspension system comprises three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a rigid plastic strap that locks the straps into a routed round groove in the impact cap.

SHELL RELEASE SYSTEM:

The impact liner, complete with suspension system and chinstrap assembly (retained as described under "

CHINSTRAP") shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the eye/face protection hardware, and by four (4) pieces of hook-and-pile fastener sections between the impact liner and helmet shell in the crown area. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaving the impact cap on the wearer's head for continued thermal and impact protection.

SIZING ADJUSTMENT:

The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband is attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head. The headband height shall be adjustable at the front of the helmet via a hook and loop system to provide additional comfort to the wearer.

The headband shall have a head size range of 6-3/8 to 8-3/8, adjustable in 1/8" increments.

COMFORT LINER:

The 660C Metro & Invader 664 shall have a removable comfort liner, consisting of a headband cushion and a ratchet pad. Both components made of a foam-core laminate system, comprised of a soft black flame-resistant flannel material against the user's head backed by a soft loop material secured to the headband and ratchet with hook fastener. The comfort liner is machine-washable. It can easily be upgraded to a standard flannel or deluxe leather-lined version.

CHINSTRAP:

The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex webbing, which are connected by a high-temperature, durable thermoplastic quick-release buckle on the left side of the helmet, and by an optional cast zinc postman's slide buckle on the right side of the helmet.

The chinstrap is attached at either end of the impact cap by means of a plastic tube that travels the circumference of the impact cap assembly, locking the chinstrap into a groove in the impact cap.



The long middle section, with the female half of the quick-release buckle sewn to the left end, shall pass through the postman's slide buckle on the right. The middle section shall be a minimum of 23.0" in length and the total length of the chinstrap shall be 35.0" at full extension, end to end. The chinstrap includes a hook-and-loop fastener to secure extra material.

EAR/NECK PROTECTION:

The 660C Metro and Invader 664 Fire Helmets provide for ear and neck protection with a 6.5" wide, 19.0" long, full-cut earlap. The double-layer earlap consists of a 4.5 oz. / yd., yellow or black colored Nomex outer layer, and a flame resistant black flannel inner layer. The earlap shall be secured to the shell by pieces of hook and pile fastener in no fewer than five (5) locations.

The earlap is machine washable and can be easily upgraded to a PBI/Kevlar or a blood-borne pathogen-resistant earlap. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet suspension.

Earlaps with under-chin extensions shall be available.

RETRO-REFLECTIVE TRIM:

The helmet shall have three bar shaped pieces of retro-reflective, fluorescent Reflexite trim around the exterior of the crown of the helmet shell. There shall be two additional pieces of bar-shaped Reflexite trim on the front of the top of the helmet for maximum daytime and nighttime visibility. Red-orange and lime-yellow retro-reflective, fluorescent Scotchlite bars is also available.

Blue or white Reflexite trim shall be available. (NOTE: Blue or white Reflexite trim is not compliant to NFPA 1971.)

EYE PROTECTION OPTIONS:

<i>Name</i>	<i>Description</i>
Defender® Visor	The 660C Metro & Invader 664 Fire Helmets shall have an integral visor that retracts between the helmet shell and impact cap. The visor shall be a wrap-around design, 4.5" high and 8.25" long and have a comfort nose pad. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to help protect it from abrasion. The lens shall be optically correct to eliminate distortion. The lens shall be available in clear or Tuffshield (yellow tinted). The lens material shall be high-performance, impact-resistant plastic. The lens shall be able to be replaced within 15 seconds and without the use of tools (e.g. Allen wrench, screwdriver). The lens must be retained without the use of spring-loaded mechanics or lever system.
Faceshield and Hardware	<i>Faceshield</i> The faceshield shall be a wrap-around, high pivot design, 4.5" wide, 19.0" long and 0.150" thick. The lens material shall be high performance, high-temperature, impact-resistant thermoplastic. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to protect the lens from abrasions.



Name	Description
	<p><i>Hardware</i></p> <p>The faceshield shall be mounted to the helmet shell by means of two (2) glass-reinforced, high-temperature and flame-resistant thermoplastic bracket assemblies, with adjustable thermoplastic knobs one (1) on either side of the helmet shell. The brackets allow the faceshield to be raised above the helmet shell when not in use.</p>
Goggle System	<p>The goggle system shall be comprised of a high-temperature, flame- and impact-resistant goggle lens and frame, a flame-resistant, elastic goggle strap, and a goggle retention system. This retention system will lock the goggle onto the helmet at the back brim, preventing loss of the goggle when either stowed or donned. Both inner and outer surfaces of the goggle lens will have an anti-scratch and anti-fog coating. Both ends of the lens will be reinforced with a fiberglass insulating label for extra durability at elevated temperatures. The lens will be low profile, optically correct with a nominal thickness of 1/16". The goggle strap will require a one-time adjustment to facilitate donning if wearing gloves.</p>

OPTIONS:

Proximity Fire Fighting Helmet

The 660C Metro and Invader 664 Fire Helmets shall be made available with optional components to enable the helmets to be used in proximity firefighting. The necessary components shall include a proximity bonnet, a proximity shroud, and faceshield. Use of these components shall enable these helmets to be compliant with the proximity firefighting helmet requirements of NFPA 1971: 2018.

- Proximity Bonnet
The proximity bonnet shall be custom made to specifically fit over the 660C Metro and Invader 664 Fire Helmets. The proximity bonnet shall consist of an outer aluminized PBI/Kevlar layer, and an inner moisture barrier with thermal liner. The proximity bonnet, when attached to the helmet, shall allow a faceshield to be attached to the helmet over the proximity bonnet.
- Proximity Shroud
The proximity shroud shall be custom made to work specifically with the proximity bonnet. The proximity shroud shall consist of an outer aluminized PBI/Kevlar layer, and an inner moisture barrier and thermal liner. The proximity shroud, when used in conjunction with the proximity bonnet, shall provide continuous radiant reflective protection for the head, face, and neck areas that do not receive primary protection from the helmet or faceshield.
- Faceshield
The faceshield used in the proximity system shall be a gold-coated 6" faceshield. The faceshield shall provide radiant reflective protection to the head, face, and neck areas that do not receive primary protection from the helmet or proximity bonnet or proximity shroud.

Accessories

A full range of fire helmet accessories, such as customizable front pieces and front holders, is available. Please see the MSA Cairns Fire Helmet catalog and/or contact an MSA representative.



MAINTENANCE, REPAIR and RETIREMENT:

Proper maintenance, repair, and retirement of the helmet can be found in the MSA Cairns Fire Helmet Owner's Guide and on our web site (MSASafety.com). Users should also refer to NFPA-1851 (current edition) regarding proper inspection, maintenance, repair schedules, and retirement requirements for structural and proximity firefighting helmets. Upon the customer's request, an MSA representative will conduct training explaining the proper maintenance, repair and retirement of MSA Cairns Fire Helmets.

CONTACT INFORMATION:

For additional information on MSA Cairns products, please contact MSA Customer Service at 1-877-MSA-FIRE or visit us on MSAfire.com.

Have an ACE up your sleeve!



Commander ACE™

High-performance structural firefighting gloves with exceptional thermal protection, optimal dexterity and Advanced Cuff Engagement for easy donning and doffing.



FEATURES & BENEFITS INCLUDE:

- An enhanced cuff/turnout sleeve interface for easy donning and doffing – even when wet
- Lite N Dri™ in the back of the hand, combined with a Kovenex® lining, for maximum thermal protection
- A sleek, all-black design that complements any turnout
- A gunn-cut design for optimal dexterity and fit
- CROSSTECH® Insert with Film Technology for lightweight, breathable, liquid penetration protection
- Split grain leather provides ample cut resistance
- Available in sizes XXS to 4XL

(PRODUCT #LPG928BK)



To learn more about the Commander ACE and other LION first responder gloves, contact your LION Protective Gloves sales representative or visit www.lionprotect.com/protective-gloves.

EXHIBIT B
FIREFIGHTER TURONUT GEAR
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation will be as specified in IFB 21-50.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$3,000,000.

DETAILED PROJECT COMPENSATION

See attached Price Sheet

	SOLICITATION NUMBER: IFB 21-50/ 42100061 FIREFIGHTER TURNOUT GEAR	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5. PRICE SHEET

Bidders are requested to bid in a **quantity of one (1)** unless otherwise indicated. Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

FIREFIGHTER TURNOUT GEAR					
Item No.	Estimated Quantities (A)	Unit	Description	Unit Price (B)	Extended Amount (A X B)
5.1	150	Each	STRUCTURAL FIREFIGHTING HELMET Mfg/Model: <u>CAIRNS/664</u> <u>C-MOD-A*12A22120</u>	\$236.25	\$35,437.50
5.2	150	Each	TURNOUT COATS Mfg/Model: <u>LION/CSTM-32/35</u>	\$1,750.00	\$262,500.00
5.3	150	Each	TURNOUT PANTS Mfg/Model: <u>LION/PVFM/F</u>	\$1,175.00	\$176,250.00
5.4	200	Pair	STRUCTURAL FIREFIGHTING GLOVES Mfg/Model: <u>LION/COMMANDER ACE</u> <u>LPG928BK</u>	\$92.50	\$18,500.00
5.5	800	Each	STRUCTURAL FIREFIGHTING HOODS Mfg/Model: <u>LION/HD395142</u>	\$95.00	\$76,000.00
5.6	100	Pair	STRUCTURAL FIREFIGHTING BOOTS - GLOBE SHADOW™		NO BID
5.7	100	Pair	STRUCTURAL FIREFIGHTING BOOTS - BLACK DIAMOND X2		NO BID
5.8	100	Pair	STRUCTURAL FIREFIGHTING BOOTS - FIREDEX XL-200	\$325.00	\$32,500.00
5.9	100	Pair	STRUCTURAL FIREFIGHTING BOOTS - HAIX EAGLE	\$380.00	\$38,000.00
5.10	125	5 Gallons	TURNOUT SOAP/CITROSQUEEZE	\$153.99	\$19,248.75
GRAND TOTAL (Items 5.1 through 5.10)				\$658,436.25	