



# City of Peoria, Arizona

## Notice of Request for Proposal



Request for Proposal No: **P08-0018** Proposal Due Date: **November 8, 2007**  
 Materials and/or Services: **Jacket and Trousers for Structural Fire Fighting (Turn out Gear)** Proposal Time: **5:00 P.M. AZ Time**  
 Contact: **Peggy A. Ferrin**  
 Project No: Location: **City of Peoria, Materials Management** Phone: **(623) 773-7115**  
 Mailing Address: **8314 West Cinnabar Avenue, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. **Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal Package.

### OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Paul Fraser Telephone: 602-453-3911 Fax: 602-453-3910  
LN Curtis and Sons *Skip C. Chandler*  
 Company Name Authorized Signature for Offer  
6005 South 40th St. #4 Skip C. Chandler  
 Address Printed Name  
Phoenix, AZ 85042 Intermountain Division Manager  
 City State Zip Code Title

### ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: *Mary Jo Kief* City of Peoria, Arizona. Effective Date: 12-12-07  
 Mary Jo Kief, City Clerk Approved as to form:  
William L. Emerson, Assistant City Attorney  
 Stephen M. Kemp, City Attorney  
 CC: \_\_\_\_\_ Contract Number: CON 76007 Contract Awarded Date: 12-11-07  
 Official File: \_\_\_\_\_ Herman F. Koeberger, Materials Manager



A CON 760077

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
SEA-001229933-01

**PRODUCER**  
MARSH RISK & INSURANCE SERVICES  
ONE CALIFORNIA STREET  
P. O. BOX 193880  
CALIFORNIA LICENSE NO. 0437153  
SAN FRANCISCO, CA 94119-3880

100377--CAS-08-09

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE	
COMPANY	<b>A</b> Travelers Property Casualty Company Of America
COMPANY	<b>B</b> Travelers Indemnity Co Of CT
COMPANY	<b>C</b> N/A
COMPANY	<b>D</b>

**INSURED**  
L.N. CURTIS & SONS, INC.  
1800 PERALTA STREET  
OAKLAND, CA 94607

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below. **1**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	630-153D0132-07	04/01/08	04/01/09	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 5,000
					COMBINED SINGLE LIMIT	\$
	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> SCHEDULED AUTOS					
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
	<b>EXCESS LIABILITY</b>				AGGREGATE	\$
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	UB-328D5953-08	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE-POLICY LIMIT	\$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	\$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

RE: PPE CONTRACT

**EVIDENCE OF INSURANCE**

**CERTIFICATE HOLDER**

**CANCELLATION**

CITY OF PEORIA  
MATERIALS MANAGEMENT  
ATTN: PEGGY  
8314 W. CINNABAR AVENUE  
PEORIA, AZ 85345

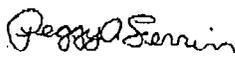
SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services  
BY: Jill S. Sauer

*Jill S. Sauer*

MM1(3/02)

VALID AS OF: 08/25/08

	<h2>SOLICITATION AMENDMENT</h2>	<b>Materials Management Procurement</b> 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Telephone: (623) 773-7115. Fax: (623) 773-7118
	Solicitation No: P08-0018 Description: Jacket and Trousers for Structural Fire Fighting Amendment No: One (1) Solicitation Due Date: November 8, 2007 Solicitation Due Time: 5:00 PM	<b>Buyer: Peggy A. Ferrin</b>
<p>A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.</p> <p><b>Section II – Specifications, Page 20</b></p> <p><b>DELETE: #25 Spanner Wrench Pocket</b>                  Spanner Wrench Pocket is not required on the Jacket</p> <div style="text-align: right;">  </div> <hr/> <p><b>Section II – Specifications, Page 21</b></p> <p><b>ADD: #27 New York City, (NYC) Style Trim</b></p> <hr/> <p><b>Section II – Special Terms and Conditions, Page 14</b></p> <p><b>ADD: #37 Brand Names</b></p> <p><b>Brand Names:</b> Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Request for Proposal.</p> <p><i>All other provisions of this Solicitation shall remain in their entirety.</i></p>		
Vendor hereby acknowledges receipt and agreement with the amendment.  _____ Signature	_____ Date	The above referenced Solicitation Amendment is hereby Executed <p style="text-align: center;">October 31, 2007</p> at Peoria, Arizona  Peggy A. Ferrin, Contact Officer
_____ Typed Name and Title TROY GARSIDE STORE MGR	_____ Company Name LN CURTIS & SONS	
_____ Address LODS SO. 40th ST. #4	_____ City State Zip PHOENIX AZ 85042	
Copyright 2003 City of Peoria, Arizona COP 207 (8/00)HFK		

TELEPHONE (602) 453-3911  
FACSIMILE (602) 453-3910

# L.N.Curtis & sons

EMERGENCY EQUIPMENT & SERVICE since 1929

6005 S. 40<sup>th</sup> Street, Suite #4 • Phoenix, Arizona 85042

BRANCHES

LOS ANGELES, CALIFORNIA  
OAKLAND, CALIFORNIA  
SALT LAKE CITY, UTAH  
SEATTLE, WASHINGTON

November 2, 2007

City of Peoria  
Attn: Peggy Ferrin  
8314 W. Cinnabar Ave  
Peoria AZ 85345

RE: Jacket & Trouser for Structural Fire Fighting Gear  
IFB: P08-0018

Dear Ms. Ferrin,

Thank you for the opportunity to participate in the bid process. We are pleased to offer our bid on the Globe brand turnout clothing. The product we are offering meets your specification as outlined without exception.

The GXtreme line of clothing in our stock configuration is available at a number of warehouse locations within the LN Curtis organization. This inventory is available for immediate delivery in our stock configuration. With the use of ECMS cleaning and repair facility we are able to alter the stock garment to meet your exact specifications. In addition, we currently maintain inventory of Peoria Configuration turnouts in Phoenix.

Warehouse locations:

- Phoenix, Arizona
- Salt Lake City, Utah
- Seattle, Washington

Manufacturing lead-time for products of your configuration to be delivered from the Globe factory is approximately 60days. Deliveries will be made using UPS ground delivery service. Rushed or expedited delivery is available at an additional expense.

Please refer to the included ECMS price list for charges associated with cleaning, repairs and any additional alterations required by the City of Peoria Fire Dept. Also attached you will find the ISO statement, Warranty and Bar Code information from Globe.

We value your business and we look forward to working with you.

Sincerely,



Troy Garside

TELEPHONE: 602-453-3911  
 TOLL FREE: 877-453-3911  
 FAX: 602-453-3910



EMERGENCY EQUIPMENT & SERVICE  
 Since 1929  
 6005 South 40<sup>th</sup> Street Ste#4 Phoenix Arizona  
 85042

PHOENIX  
 OFFICE

<http://www.LNCURTIS.com>

BQ GQ XBNQ RQ

<b>DATE:</b> November 2, 2007	<b>TERMS:</b> Net 30 Days	<b>F.O.B:</b> Destination	<b>DELIV:</b> 60 Days ARO
<b>TO: Peoria Fire Dept</b> <b>Materials Management</b> <b>Attn: Peggy Ferrin</b> <b>8314 W. Cinnabar Ave.</b> <b>Peoria AZ 85345</b> <b>FAX: 623-773-7620</b>		This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control of the company. L. N. CURTIS and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted are subject to applicable Federal, State, County or City Taxes and Licenses. <p style="text-align: center;"><b>L.N. CURTIS AND SONS</b></p>	
<b><u>IFB P08-0018</u></b>		<b>By:</b> <u><i>Sp B Chall</i></u>	

THANK YOU FOR THE OPPRTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE QUESTIONS, NEED ADDITIONAL INFORMATION, OR TO PLACE AN ORDER, PLEASE CONTACT Paul Fraser or Troy Garside

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
	11774GXT75	<b>Globe GXtreme 7.5oz Gold PBI/Matrix 32" Coat:</b> - Caldura SL Thermal Liner - Crosstech Moisture Barrier - Drag Rescue Device - Nomex Hand/Wrist guards - Heavy Duty High Temp Polymer Zipper with outer Velcro closure - Black Dragon Hide cuff reinforcement - 2" X 3.5" X 7" Radio Pocket <ul style="list-style-type: none"> <li>o Located on Right &amp; Left chest</li> <li>o With Antenna notch on flap</li> </ul> - PBI Mic Tab above each radio pocket - NYC Style 3" Scotchlite Lime/Yellow Triple Trim - Embroidered American Flag embroidered on right sleeve - 2 Snaps at lower hem - Separating liner system	\$1,035.00	\$1,035.00
		For 35"Hem Length Add:	\$50.00	\$50.00
	411774GXT75	<b>Globe GXtreme 7.5oz Gold PBI/Matrix 32" Trouser:</b> - Caldura SL Thermal Liner - Crosstech Moisture Barrier - Black Dragon Hide reinforcement over padded knees - Black Nomex pocket for Silizone knee pad in outer shell - Silizone knee pad installed in pocket - NYC Style 3" Scotchlite Lime/Yellow Triple Trim - Separating liner system	\$760.00	\$760.00
	3579298	<b>PGI Deluxe Carbon Hood</b> - Double ply top & bib - Extra long length	\$29.95	\$29.95

TELEPHONE: 602-453-3911

TOLL FREE: 877-453-3911

FAX: 602-453-3910



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BQ GQ BNQ RQ

PX	<p><b>Bullard PX Firedome Helmet</b></p> <ul style="list-style-type: none"> <li>- NFPA 1971-2000</li> <li>- Thermoplastic outer shell</li> <li>- Urethane Impact liner</li> <li>- High heat inner shell</li> <li>- Sure-lock ratchet head band</li> <li>- 6 point crown strap</li> <li>- Nomex chin strap</li> <li>- Nomex Ear/Neck protector</li> <li>- 4" hard coat faceshield</li> </ul>	\$149.00	\$149.00
4132SG	<p><b>Pro-Warrington 14" Bunker Boot</b></p> <ul style="list-style-type: none"> <li>- Internal shin guard</li> <li>- Safety toe</li> <li>- Metal shank</li> <li>- Goodyear welt</li> <li>- Vibram lug sole</li> <li>- Barcode compliant with NFPA 1851</li> </ul>	\$245.00	\$245.00
5280G	<p><b>Shelby Structure Glove</b></p> <ul style="list-style-type: none"> <li>- Cal-OSHA NFPA Labeled</li> <li>- No wristlet</li> <li>- Pig-skin palm, Elk-skin back</li> <li>- Gold/Tan</li> <li>- Sz: SM-J</li> </ul>	\$43.00	\$43.00
3002N	<p><b>PGI Fireline forestry coat</b></p> <ul style="list-style-type: none"> <li>- Cal-OSHA NFPA Labeled</li> <li>- Yellow 6oz Nomex</li> <li>- 2" L/Y SL Triple trim</li> <li>- SZ: Sm-XL</li> </ul> <p style="text-align: right;">+10% XXL +20%XXXL</p>	\$151.00	\$151.00
B3003N	<p><b>PGI Fireline forestry pant</b></p> <ul style="list-style-type: none"> <li>- Cal-OSHA LNFFPA Labeled</li> <li>- Blue 6oz Nomex</li> <li>- 2" L/Y SL Triple trim</li> <li>- SZ: Sm-XL</li> </ul> <p style="text-align: right;">+10%XXL +20%XXXL</p>	\$135.00	\$135.00
<b>Tax 8.1% Applicable</b>			

TELEPHONE: 602-453-3911

TOLL FREE: 877-453-3911

FAX: 602-453-3910



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Since 1929

6005 South 40<sup>th</sup> Street Ste#4 Phoenix Arizona  
85042

PHOENIX

OFFICE

<http://www.LNCURTIS.com>

November 5, 2007

City of Peoria/Materials Management

Attn: Peggy Ferrin

8314 W. Cinnabar

Peoria, AZ. 85345

Re: P08-0018

**A. Project Understanding & Method of Approach**

L. N. Curtis & sons stocks a combination of the Peoria FD specified PPE and our stock garment that can be easily modified to meet the Peoria Specifications. L. N. Curtis & sons has been providing the Peoria FD with PPE for the past year and we are prepared to continue delivering quality PPE in a timely manner. We are aware of the needs of the Fire Department and this allows us to meet their goals. We also maintain a large inventory of Helmets, Gloves, Boots, Hoods, and Wildland Clothing used by Peoria FD and other surrounding Fire Departments. This allows a Firefighter to walk into our facility to be properly fitted and leave with all his PPE most of the time (allowing for any alterations or modifications). If we do not have a particular size we can most likely transfer it in from one of other branches.

**B. Firm's/Staff's Experience and Qualifications**

L. N. Curtis & sons has an office located at 6005 South 40<sup>th</sup> Street in Phoenix. ECMS (cleaning, repair, and alterations) is located at 6003 South 40<sup>th</sup> Street in Phoenix. ECMS also has facilities in Las Vegas, Oakland, and Los Angeles. They are certified as an ISP (Independent Service Provider) and in addition to doing repairs, inspections and alterations they are the warranty facility for many PPE manufacturers.

L.N. Curtis & sons is a family owned business founded in 1929 with the main office located in Oakland and offices in Seattle, Los Angeles, Salt Lake City and Phoenix. L.N. Curtis & sons covers the 14 Western States and Hawaii. Globe Firefighter Suits is a family owned business headquartered in New Hampshire and with a new manufacturing facility in Okalahoma. They have been making quality Firefighter garments since 1881.

Both Globe Manufacturing and ECMS are ISO certified.



# REQUEST FOR PROPOSAL

## INSTRUCTIONS TO OFFEROR

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

1. **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 if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
  - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
  - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
  - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
  - e. Periods of time, stated as a number of days, shall be calendar days.
  - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **Inquiries:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **Prospective Offerors Conference:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. 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 if any action is necessary 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*.
4. **Late Proposals:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **Withdrawal of Proposal:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **Amendment of Proposal:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **Payment:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **New:** All items shall be new, unless otherwise stated in the specifications.
9. **Discounts:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **Taxes:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **Vendor Registration:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **Award of Contract:**
  - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
  - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
    - (1) Waive any immaterial defect or informality; or
    - (2) Reject any or all proposals, or portions thereof, or
    - (3) Reissue a *Request For Proposal*.
  - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **Certification:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
  - c. The Vendor 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, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts 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 with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled 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. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **Applicable Law:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **Contract:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **Contract Amendments:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **Provisions Required by Law:** Each and every provision of law and any clause required by law to be in the contract will 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 will forthwith be physically amended to make such insertion or correction.
9. **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 invalid provision or application.
10. **Relationship to Parties:** It is clearly understood that each party will 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 for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **Interpretation-Parole Evidemce:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **Assignment-Delegation:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **Subcontracts:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. 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 and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **Rights and Remedies:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.



## STANDARD TERMS AND CONDITIONS

### Materials Management Procurement

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15. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **Overcharges by Antitrust Violations:** The City maintains that, in 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 goods and services used to fulfill the Contract.
17. **Force Majeure:** Except for payment for 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours 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. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he 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 an anticipatory repudiation of the Contract.
19. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **Right to Inspect Plant:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **Warranties:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/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 the solicitation.
22. **Inspection** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **Title and Risk of Loss:** The title and risk of loss of material and/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.
24. **No Replacement of Defective Tender:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **Default in on Installment to Constitute Total Breach:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **Shipment Under Reservation Prohibited:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **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.



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29. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **Preparation of Specifications by Persons Other Than City Personnel:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **Cost of Bid//Proposal Preparation:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **Public Record:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **Advertising:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **Delivery Orders:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **Funding:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **Payment:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



## SPECIAL TERMS AND CONDITIONS

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **PROTECTIVE JACKETS AND TROUSERS FOR STRUCTURAL FIRE FIGHTING FOR THE CITY FIREFIGHTERS, (TURN OUT GEAR).**
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer 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 sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty eight (48) months.
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
10. **Pre-Proposal Conference:** A conference will be held at the Municipal Office Complex, Materials Management Division:

**ADDRESS:** 8401 W. Monroe Street  
Peoria, Arizona 85345  
Maricopa Conference Room

**DATE:** **October 31, 2007**

**TIME:** **1:00 PM, Arizona Time**



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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 issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

11. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. Original should be bound in a manner (not hole punched or spiral bound) that facilitates easy handling, photocopying, and reading by the City. **DO NOT BIND THE ORIGINAL COPY. See Scope of Work for detailed format.**
  - a. Project Understanding and Project Approach
  - b. Qualifications
  - c. References
  - d. Cost
12. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 15 minutes, allowing 45 minutes for a question and answer session. The Firm's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Firm. If work involves a major sub-consultant, the firm's Project/Team Manager's presence may also be requested (by the City) at the interview. **Short listed firms will be asked to bring sample gear to the interview.**
13. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
  - a. Project Understanding and Project Approach
  - b. Qualification of Firm and Staff Experience/Projects
  - c. References
  - d. Cost
  - e. Availability and Delivery
  - f. Conformance to Request for Technical Proposals
14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
16. **Warranties:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/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 the solicitation.
17. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension.



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and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase 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.

18. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
19. **Scope of Work Deliverable:** The successful contractor shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
20. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
21. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
24. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
25. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. 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 notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
26. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.



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The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

29. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation



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The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

28. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

29. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

30. **Confidential Information:**

- e. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
- f. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
- g. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
- h. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

31. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used 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. Contractor also agrees that any 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.



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32. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
33. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
34. **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.
35. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- i. The contractor provides material that does not meet the specifications of the contract;
  - j. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - k. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - l. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- m. Cancel any contract;
- n. Reserve all rights or claims to damage for breach of any covenants of the contract;
- o. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- p. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
  - i. Deduction from an unpaid balance;



## SPECIAL TERMS AND CONDITIONS

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Procurement**  
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ii. Any combination of the above or any other remedies as provided by law.

36. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- q. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- r. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



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### Section I - Description

The City of Peoria is seeking protective Jackets and Trousers for Structural Fire Fighting for the City Firefighters (turn outgear). The Purpose is to establish a contract with firm pricing and delivery from which the city of Peoria may place orders on an as needed basis.

### Section II – Scope of Work

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural fire fighting. All materials and construction will meet or exceed NFPA Standard #1971 (2007 revision) and OSHA for structural fire fighters protective clothing.

#### **1. OUTER SHELL MATERIAL - JACKETS AND TROUSERS**

The "PBI<sup>®</sup> MATRIX" outer shell shall be constructed of PBI<sup>®</sup>/Kevlar<sup>®</sup> blend of spun fibers and 400 denier High Strength Filament fibers in a "Matrix Technology" with an approximate weight of 7.5 oz. per square yard. The shell material must be treated with SST<sup>™</sup> (SUPER SHELLTITE) which is a durable water-repellent finish that also enhances abrasion resistance. The color of garments to be natural/gold. **Proposals offering this shell material without the SST<sup>™</sup> will not be considered.**

#### **2. THERMAL INSULATING LINER - JACKET AND TROUSERS**

The thermal liner shall be constructed of "CALDURA<sup>®</sup> SL2"; one layer of 1.5 oz. and one layer of 2.3 oz. per square yard E-89 spunlaced Nomex<sup>®</sup>/Kevlar<sup>®</sup> aramid blend, quilt stitched to a 3.9 oz. per square yard combination spun/filament Caldura<sup>®</sup> SL face cloth, with a finished weight of approximately 7.6 oz. per square yard. A 7 inch by 9 inch pocket, constructed of self material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a lock stitch. The thermal liner shall be bound around its perimeter with Bias-Cut Neoprene coated cotton/polyester binding The thermal liner shall be attached to the moisture barrier (as described under the "Separating Liner System" section). Further mention of "Thermal Liner" in this specification shall refer to this section. *NOTE: This thermal liner MUST be used exclusively with a minimum 7 oz. per square yard outer shell material.*

#### **3. MOISTURE BARRIER - JACKETS AND TROUSERS**

The "CROSSTECH Type 2C" moisture barrier material shall be a 5.0 oz. per square yard two-layer laminate comprised of a bicomponent membrane and a 3.2 oz. per square yard Nomex<sup>®</sup> IIIA woven pajama check substrate. The bicomponent membrane shall be comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon) matrix having a continuous hydrophilic (i.e. water loving) and oleophobic (i.e. oil hating) coating that is impregnated into the matrix. The moisture barrier material shall meet all moisture barrier requirements of NFPA 1971-2007 edition, which includes water penetration resistance, viral penetration resistance, and common chemical penetration resistance. The moisture barrier shall be bound along the edges with Bias-Cut Neoprene-coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

#### **4. SEALED MOISTURE BARRIER SEAMS**

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

#### **5. METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS**



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### AND TROUSERS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide flame resistant hook and pile fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the collar (see Collar section). The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four snap fasteners at each sleeve end.

The thermal liner and moisture barrier shall be completely removable from the trouser shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner/moisture barrier to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of two snap fasteners per leg.

### 6. THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

### 7. STITCHING

The outer shell shall be assembled using stitch type #301, #401, and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. There shall be no joined stitching in midseam. All major A outer shell structural seams, major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch.

## JACKET CONSTRUCTION

### 8. JACKET BODY

The body of the shell and liner system shall be constructed of separate panels in order to provide ease of movement. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex<sup>®</sup> thread.

### 9. DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1.5 inch wide Kevlar<sup>®</sup> strap will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by a Velcro strap. The access port will be covered by an outside flap with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a compliant reflective patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device).

### 10. SEPARATING LINER SYSTEM (JKT)

The thermal liner and moisture barrier shall be completely removable from the jacket shell. Two strips of 5/8 inch wide flame resistant hook and pile fastener tape shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the collar. This opening shall run the full length of the collar for the purpose of inspecting the inner surfaces of the coat liner system. The remainder of the thermal liner/moisture barrier shall be secured with a minimum of four snap fasteners appropriately spaced on each jacket facing and four snap fasteners at each sleeve end. The outside perimeter of the



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liner moisture barrier and thermal liner layers shall be bound together along the side and bottom edges with a Bias-Cut Neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants.

The combined moisture barrier and the thermal liner shall be completely removable for the jacket. The thermal liner and moisture barrier layers of the liner system shall be constructed in such a way as to allow the layers to separate for improved air flow, drying and interior service and replacement. The thermal liner and moisture barrier layers shall be stitched together at the sleeve cuff ends and hem of the rear body panels only. The leading edges and hem of the left and right front body panels of the thermal liner and moisture barrier layers shall fasten together with snap fasteners. The snap fasteners shall be evenly spaced along the opening edge of the layers and set in bias-cut reinforcement fabric. The neck area of the liner system shall attach up inside the outer shell collar with two strips of 5/8 inch wide flame resistant hook and pile fastener tape on the front and rear of the collar. Pile fastener tape installed along the neck of the thermal liner will secure to hook fastener tape installed along the front inside edge of the top collar. Hook fastener tape installed along the neck of the moisture barrier layer of the liner system will extend upward into the underside of collar and attach to the pile fastener tape installed along the full length of the inside back layer of the collar.

### 11. SLEEVES

The sleeves shall be of multi-piece construction for ease of movement. The sleeve seams shall be of a double needle seam construction and shall be contoured to follow the natural flex of the arm at rest. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell. On the moisture barrier and thermal liner, the system will consist of two darts, rather than pleats, to allow added length in the undersleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement, and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or coat rise.

### 12. LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only.

### 13. SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with an extra layer of DragonHide material; a 34% para-aramid, 63% aramid and 3% carbon filament back coated and impregnated with a specially formulated polyurethane polymer for water, oil and dirt resistance.

The cuff reinforcements shall not be less than 3 inches in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end.

### 14. WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with Nomex<sup>®</sup> hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge.



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The wristlet shall be sewn to the end of the liner sleeves. FR Neoprene coated cotton/polyester moisture barrier material shall line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it is double stitched to the shell and then extending toward the cuff forming the sleeve well. The Neoprene sleeve well shall form a cuff end that shall be elasticized providing a snug fit at the wrist and covering the knit wristlet on the liner sleeve. The elasticized sleeve well shall include an adjustable VELCRO take-up strap. The take-up strap will allow the wearer to maintain a comfortable proper fit and interface at the wrist area.

This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised and reduces the possibility of steam burns around the wrist. Four NOMEX<sup>®</sup> snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

### 15. COLLAR & FREE HANGING THROAT TAB

The collar shall consist of four-layer construction and be of two-piece design. The collar shall have a minimum of 3 rows of quilting. The outer layers shall consist of outer shell material, with two-layers of specified moisture barrier sandwiched between (see Moisture Barrier section). The rear inside ply of moisture barrier shall be sewn to the collar's back layer of outer shell at the edges only. The forward inside ply of moisture barrier shall be sewn to the inside of the collar at the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements. The collar shall be of two piece design with the left and right halves of all component materials joined in the center by stitching, thereby permitting the collar to retain its proper shape and roll. The collar shall be minimum 3 1/2 inches high and graded to size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar's back layers of outershell and moisture barrier shall be joined to the body panels with two rows of stitching. Inside the collar, above the rear seam where it is joined to the shell shall be a strip of 5/8-inch wide FR hook fastener tape running the full length of the collar. The collar's front layers of moisture barrier and outershell shall have an additional strip of 5/8 inch wide hook fastener tape stitched to the inside lower edge and running the full length of the collar. These two inside strips of 5/8 inch wide FR hook fastener tape sewn to the underside of the collar shall engage corresponding pieces of flame resistant pile fastener tape at the front and back neck area of the liner system. A self material fabric hanger loop shall be sewn top of collar.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 4 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1.5 inch long piece of Nomex<sup>®</sup> twill webbing. The throat tab shall be secured in the closed and stowed position with flame resistant hook and pile fastener tape. The flame resistant hook and pile fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 2 inch by 3 inch pieces of FR pile fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR hook fastener tape measuring 1 inches by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 2 inch piece of FR hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 2 inch by 3 inch pieces of FR pile fastener tape. The collar closure strap shall fold in half for storage with the FR pile fastener tape engaging the FR hook fastener tape.



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#### 16. LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches and from the juncture of the collar down the back to a depth of 7 1/2 inches. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only.

#### 17. BACK

The jackets shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem.

The thermal liner shall have a single inverted pleat located at the upper middle of the back, corresponding to the added length in the shell provided by the back pleats. It will be designed to expand with the outer shell pleats to provide maximum expansion.

The moisture barrier shall be designed with darts corresponding to the added length in the shell provided by the back pleats. The darts are positioned at the shoulder blades of the moisture barrier, outside of the SCBA straps, and work together with the outer shell and the thermal liner pleats in the back providing maximum expansion.

#### 18. JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure 2 1/2 inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

#### 19. STORM FLAP

A rectangular storm flap measuring 3 1/4 inches wide and 24 inches long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bartacks.

#### 20. STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of (zipper and hook & pile tape) a 22 inch size #10 heavy duty high-temp polymer zipper on the jacket fronts and flame resistant hook and pile fastener tape on the storm flap. The teeth of the zipper shall be mounted on Nomex<sup>®</sup> cloth and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured with flame resistant hook and pile fastener tape. A 1 1/2 inch by 24 inch piece of FR pile fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1 1/2 inch by 24 inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the pile fastener tape when the storm flap is closed over the front of the jacket.



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### 21. CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The lower half of the pocket shall be reinforced with an extra layer of outer shell material on the inside. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and 1/2 inch wider than the pocket. The upper pocket corners and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of flame resistant hook and pile fastener tape. Two pieces of 1 1/2 inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 1/2 inch by 3 inch FR pile fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape. (35" or longer ) Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex<sup>®</sup> Fleece for warmth and comfort.

### 22. RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the coat, and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and 1/4 inch wider than the pocket. The pocket flap shall be closed by means of flame resistant hook and pile fastener tape. A 1 1/2 inch by 3 inch piece of FR hook fastener tape shall be installed vertically on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1 1/2 inch by 3 inch piece of FR pile fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester moisture barrier material to ensure that the radio is protected from the elements. The moisture barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 2 inches deep by 3.5 inches wide by 7 inches high and shall be installed on the left and right chest.

### 23. NOTCHED RADIO POCKET FLAP

The radio pocket flap shall be notched to accommodate the radio antenna on the left side as worn.

### 24. MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the coat at the ends only. The microphone strap shall be mounted above the radio pockets and shall be constructed of double layer outer shell material.

### 25. SPANNER WRENCH POCKET

Each jacket shall have a pocket double stitched to it designed for the storage of a spanner wrench and shall measure approximately 3 inches wide by 12 inches high with a 1 inch expansion at the top. A rust resistant metal drain eyelet shall be installed at the bottom of the pocket to facilitate drainage of water. The front of the pocket shall be reinforced with grey suede leather. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and 1/4 inch wider than the pocket. The pocket flap shall be closed by means of flame resistant hook and pile fastener tape. A 1



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1/2 inch by 3 inch piece of FR hook fastener tape shall be installed vertically on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1 1/2 inch by 3 inch piece of FR pile fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. The spanner wrench pocket shall be located on the front of the jacket at the lower left and/or right.

### 26. EMBROIDERED AMERICAN FLAG AND GLO FLEX

Each jacket shall have a Nomex embroidered American flag that measures approximately 2.5 inches by 3.5 inches installed on the right sleeve.

### 27. RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow Triple Trim (L/Y borders with silver center).

Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA #1971 (2007 edition) and OSHA. The trim shall be in the following widths and shall be

### 28. REINFORCED TRIM STITCHING

The trim stitching shall be reinforced with a strip of 3/32-inch wide flame resistant cording material. The cording shall be sewn to the top surface of the trim at the edges during installation of the retroreflective fluorescent trim on the garment. The cording provides a bed for the stitching and affords extra protection to the stitching from abrasion. This action will help to significantly reduce trim separation from the garment due to stitching failure from abrasion.

### 29. SIZING

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure 32 inches long.

The jacket shall be available in male and female patterns in even size chest measurements of two inch increments, and shall range from a small size of 30 to a large size of 60. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable.

## TROUSER CONSTRUCTION

### 30. BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex<sup>®</sup> thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.



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### 31. SEPARATING LINER SYSTEM (TROUSER)

The thermal liner and moisture barrier layers of the trouser liner system shall be constructed in such a way as to allow the layers to separate for complete interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together at the front fly for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement of black Nomex® Twill sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the trousers.

The liner system of the trouser shall incorporate an opening at the right side of the waist, a minimum of 11 inches, for the purpose of inspecting the integrity of the trouser liner system.

The thermal liner and moisture barrier layers shall fasten together at the waist with snap fasteners and at the cuffs with full circumference FR hook & loop fastener tape and two snap fasteners. The snap fasteners shall be evenly spaced along the openings and set in bias-cut Neoprene reinforcement fabric. The waist and cuff perimeters of the moisture barrier and thermal liner layers shall be bound along the edges with a neoprene-coated cotton/polyester binding for a finished appearance that prevents wicking of contaminants.

### 32. ELASTICIZED WAISTBAND

The trouser design facilitates the transfer of the weight of the trouser to the hips instead of the shoulders and suspenders. The two rear outer-shell body panels, beginning at the trouser side seams, shall incorporate an elasticized waistband. The rear elasticized waistband shall be integral to the shell of the pant and the elasticized portion shall be covered in an aramid fabric.

The waist area of the trousers shall incorporate an independent stretch waistband on the inside with a separate piece of black aramid outer shell material cut on the bias (diagonally) measuring not less than two inches in width. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the trousers. The lower edge of the waistband shall be serged and unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement so as to be sandwiched between the waistband reinforcement and outer shell to reduce the possibility of liner detachment while donning and to avoid pass through of snaps from the outer shell to the inner liner.

### 33. EXTERNAL/INTERNAL FLY FLAP

The trousers will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ½ inches wide by 10 inches long and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide by 10 inches long, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 2 inch wide piece of loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 2 inch wide by 9 inch long hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

Appropriate male and female snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the trousers in the closed position.



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### 34. BELT

Each trouser shall include a 2" wide black Kevlar® belt with an adjustable hi-temp thermoplastic buckle serving as the exterior primary positive locking closure. Sizing adjustments shall be provided by a self locking 2" thermoplastic buckle; this buckle shall also provide a quick-release mechanism for donning and doffing. The belt shall be attached to the two front body panels of the trouser beginning at the side seams. The belt shall run through tunnels constructed of black 7.5oz Nomex® outer shell material protecting it from damage. The tunnels will begin at the side seams and terminate at the front of the trouser exposing the buckle. A single belt loop constructed of a double layer of black 7.5oz Nomex® measuring approximately 1/2 inch by 3 inches shall be attached to the topside of the right side tunnel. The belt loop will be located approximately 2 inches from the tunnel opening for storage of the belt tab.

### 35. PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black Nomex® measuring approximately 1/2 inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the trousers. The main body of the suspenders shall be constructed of 2 inch wide black strap webbing. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured non-slip metal slides. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black Nomex® suspender attachments incorporating two snap fasteners. The Nomex® suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the trousers. The Nomex® suspender attachments will then fold over and attachment to themselves securing the suspender to the trousers.

### 36. SEAT

The rise of the rear trouser center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the trouser by 8-inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

### 37. EXPANSION (BELLOWS) POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the outseam above the knee and positioned to provide accessibility. The lower half of each expansion pocket shall be reinforced with an additional layer of outer shell material on the inside. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and



# Specifications

Solicitation Number: **P08-0018**

## Materials Management Procurement

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shall measure 3 inches deeper than the pocket expansion and 1/2 inch wider than the pocket. The upper pocket corners and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of flame resistant hook and pile fastener tape. Two pieces of 1 1/2 inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 1/2 inch by 3 inch FR pile fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

### 38. KNEE

The outer shell of the trouser legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. Two expansion pleats measuring approximately 1" deep, shall be installed on each sides of the legs along both the inseam and outseam in the knee area. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION knee will be installed proportionate to the trouser inseam, in such a manner that it falls in an anatomically correct knee location.

The liner system shall be constructed with four darts per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). Each dart will be approximately 2 inches long. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

### 39. LINER KNEE THERMAL ENHANCEMENT

An additional layer of specified thermal liner and moisture barrier material will be sewn to the knee area of the liner system for added protection and increased thermal insulation at contact points. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only.

### 40. KNEE REINFORCEMENTS

The knee area shall be reinforced with an extra layer of DragonHide material; a 34% para-aramid, 63% aramid and 3% carbon filament back coated and impregnated with a specially formulated polyurethane polymer for water, oil and dirt resistance.

The knee reinforcement shall be slightly offset to the inside of the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 10 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance.

The lower edge of the "Arashield" or "DragonHide " knee reinforcement shall be turned under so that the lower row of stitching is covered and protected from abrasion.

### 41. PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of neoprene coated aramid batt and one layer of quilted aramid batt. Both layers of aramid batt shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward.



## Specifications

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#### 42. INTERNAL KNEE PADDING

The trousers shall have replaceable padding on the inside of the outer shell in the knee area contained in a special pocket. The pocket shall be constructed of black Nomex material measuring approximately 7" wide by 10" high. It shall be sewn to the inside of the outer shell in the knee area on the bottom and two sides. The top of the pocket shall be open to accept the Silizone padding material,

#### 43. TROUSER CUFF REINFORCEMENTS

The cuff area of the trousers shall be reinforced with an extra layer of DragonHide material; a 34% para-aramid, 63% aramid and 3% carbon filament back coated and impregnated with a specially formulated polyurethane polymer for water, oil and dirt resistance.

The cuff reinforcement shall not be less than 3 inches in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell. Two Nomex<sup>®</sup> snap tabs (one each side), measuring approximately 1 inch long shall be bartacked to the inside of each leg of the outer shell approximately three inches from the bottom of the trouser leg. A female snap fastener half shall be installed at the end of each tab and shall align with the male snap fastener halves installed at the bottom of the trouser thermal liner/moisture barrier. The tab mounted snap fasteners shall secure the trouser thermal liner/moisture barrier to the outer shell within three inches of the cuff.

#### 44. REVERSE BOOT CUT

The outer shell trouser leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the trouser cuffs.

#### 45. RETROREFLECTIVE FLUORESCENT TRIM

The trousers shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 (2007 revision) in 3 inch lime/yellow Triple Trim (L/Y borders with silver center).

#### 46. REINFORCED TRIM STITCHING

The trim stitching shall be reinforced with a strip of 3/32 inch wide flame resistant cording material. The cording shall be sewn to the top surface of the trim at the edges during installation of the retroreflective fluorescent trim on the garment. The cording provides a bed for the stitching and affords extra protection to the stitching from abrasion. This action will help to significantly reduce trim separation from the garment due to stitching failure from abrasion.

#### 47. SIZING

The trousers shall be available in even size waist measurements of two inch increments and shall be available in a range of sizes from 24 to 56. The trouser inseam measurement shall be available in two inch increments. Generalized sizing, such as small, medium, large, etc., will not be considered acceptable. Sizing specifically for women shall also be available.

#### 48. THIRD PARTY TESTING AND LISTING PROGRAM



## Specifications

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All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 (2007 revision) by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

#### 49. LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

- Compliance to NFPA Standard #1971 - 2007 edition
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size
- Fiber contents

#### 50. ISO CERTIFICATION / REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. The Garments shall be manufactured in the United States

#### 51. EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

### Section III - Proposal Content



## Specifications

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The proposal shall include the following:

#### **A. Project Understanding & Method of Approach**

Present a proposed method of satisfying the requirements of the Scope of Work, as specified herein on a point-by-point basis. The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the Scope of Work. The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action.

1. Plan and Method of Approach to accomplish the Scope of Work

#### **B. Firm's/Staff's Experience and Qualifications**

1. Location of office performing the services
2. Provide a brief history of the firm and its experience
3. Provide information on those individuals assigned to work with the City of Peoria including a description of their experience. Specifically, identify one dedicated service manager and his/her qualifications, including but not limited to years employed with the firm, experience, and training. Include installers qualifications, certifications, and background checking information

#### **C. References**

Provide Performance Survey Questionnaires (see page 29-31)

Each Firm is responsible for sending/faxing out a survey questionnaire to past clients making sure they complete the survey and return the form directly back to the City of Peoria before the RFP due date. The maximum number of surveys that will receive credit is five (5) and the minimum is two (2). Performance Survey form is on Page 31.

#### **D. Availability/Delivery**

1. State stock on hand, inventory and availability of inventory
2. State delivery time frame from when the City places an order (turn around time and cut off time for ordering)
3. State mode of delivery
4. State location of warehouse
5. State if you have a local will call and what the procedures are



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#### **E. Cost**

Provide cost for the following;

1. Per unit Cost for Jacket
2. Per unit Cost for Trousers
3. State cost for modification (longer legs or arms)
4. State cost for repairs
5. State percentage cost off catalog for other items needed
6. Include warranty information

#### **F. Specifications**

State any differences from the listed specifications

#### **G. Copy of Garment Label**

Include a sample label or copy of garment label

#### **H. ISO Certification**

State ISO certification and date registered. Include documentation

#### **J. Proposal Submittal and Contact Information**

Proposals will be submitted in one (1) original and five (5) copies and shall be delivered to:

**City of Peoria/Materials Management**  
8314 W. Cinnabar  
Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m.** on November 8, 2007.

All questions regarding the proposal should be directed to Peggy Ferrin at [peggy.ferrin@peoriaaz.gov](mailto:peggy.ferrin@peoriaaz.gov)



**PERFORMANCE SURVEY**

Solicitation Number: **P08-0018**

**Materials Management  
Procurement**

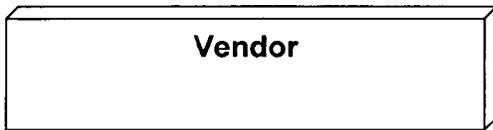
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Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

**INSTRUCTIONS ON PREPARING A REFERENCE LIST AND SURVEY**

The objective of this process is to identify the past performance of a vendor and key components of their team. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to the City of Peoria and the ratings will be averaged together to obtain a firm's past performance rating. The figure below illustrates the survey process. The maximum number of surveys that will receive credit is five (5) and the minimum is two (2).

Vendor sends completed reference list to Peoria

	Company	First Name	Last Name	Phone #	Fax #	E-mail Address
1						
2						
3						



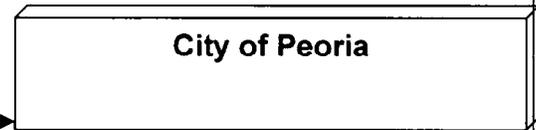
Vendor fills out top portion of performance survey

Survey ID \_\_\_\_\_

To: \_\_\_\_\_  
*(Name of person completing survey)*

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

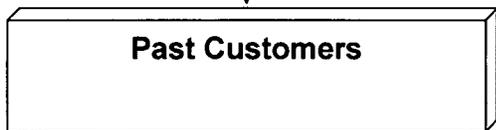
Subject: Performance Survey of: \_\_\_\_\_  
*(Name of Vendor requesting)*



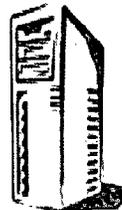
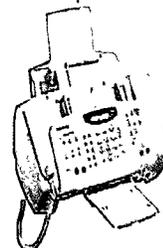
Send/Fax Surveys to past clients



Call to Confirm



Faxes back to City



City Compiles Information



**PERFORMANCE SURVEY**

Solicitation Number: **P08-0018**

**Materials Management  
Procurement**

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Fax: (623) 773-7118

**City of Peoria  
Detailed Instructions on How to Prepare a Reference List  
and How to Prepare and Send Performance Surveys**

**A. Creating and Submitting a Reference List**

1. Create a list of past or current users that you sent Performance Surveys to. This will be referred to as a **"Reference List"**. E-mail or fax the list to [peggy.ferrin@peoriaaz.gov](mailto:peggy.ferrin@peoriaaz.gov), or (623) 773-7118.

		Survey ID	3
To:	Phil McGill <i>(Name of person completing survey)</i>		
Phone:	458-965-7852	Fax:	458-965-7853
Subject: Past Performance Survey of:	ABC Electrical Contractor <i>(Name of Company)</i>		
	Mark McGraw (PM), Phil Hamilton (SS) <i>(Name of Individuals)</i>		

A Client is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the City in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1-10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of performance in a particular area, leave it blank.

Client Name:	Phil Masa
Project Name:	Cafeteria #1
Project Completion Date:	7/6/1980

**Example**

Code	Company	First Name	Last Name	Phone #	Fax #	E-mail Address
3	ABC Electrical	Phil	McGill	458.965.7852	458.965.7853	phil@abc.com

**Reference List  
Form**

	Company	First Name	Last Name	Phone #	Fax #	E-mail Address
1						
2						
3						
4						
5						



**PERFORMANCE SURVEY**

Solicitation Number: **P08-0018**

**Materials Management  
Procurement**

8314 West Cinnabar Avenue  
Peoria, Arizona 85345-6560  
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Fax: (623) 773-7118

Survey ID \_\_\_\_\_

To: \_\_\_\_\_  
*(Name of person completing survey)*

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Subject: Performance Survey of: \_\_\_\_\_  
*(Name of Vendor requesting the Performance Questionnaire) (Vendor Bidding)*

The City of Peoria is implementing a process that collects performance information on firms. The information will be used to assist the City of Peoria in the selection of firms. The firm listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	Criteria	Unit	Score
1	Ability to manage overall pricing (i.e, competitive pricing)	(1-10)	
2	Ability to deliver on time	(1-10)	
3	Quality of workmanship on products provided	(1-10)	
5	Accurate billing and invoicing	(1-10)	
6	Communication	(1-10)	
7	Problem Resolution (i.e, repairs, warranty process)	(1-10)	
8	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

Thank you for your time and effort in assisting the City of Peoria in this important endeavor. **Please fax the completed survey to: Peggy Ferrin at Fax # (623) 773-7118 by November 8, 2007, 5:00 p.m.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Title \_\_\_\_\_

# L.N.Curtis & sons

EMERGENCY EQUIPMENT & SERVICE since 1929

PEORIA PERFORMANCE SURVEY

IFB:P08-0018

ID #	COMPANY	FIRST	LAST	PHONE #	FAX #	E-MAIL
1	SURPRISE FD	JOHN	JONES	623-910-1952	623-222-5230	<a href="mailto:John.Jones@surpriseaz.com">John.Jones@surpriseaz.com</a>
2	BULLHEAD CITY	WILLIAM	KINSEY	928-727-7703	928-763-3297	<a href="mailto:training@bullheadfire.org">training@bullheadfire.org</a>
3	PRESCOTT FD	RON	KAYSER	928-777-1773	928-776-1890	<a href="mailto:Ron.Kayser@cityofprescott.net">Ron.Kayser@cityofprescott.net</a>
4	BUCKEYE VALLEY	NORM	COOPER	623-386-5906	623-386-5766	
5	SUMMIT FD	RICH	JAMISON	928-526-9537	928-526-2750	<a href="mailto:rjamison@infomagic.net">rjamison@infomagic.net</a>



## QUESTIONNAIRE

Solicitation Number: **P00-0018**

### Materials Management Procurement

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Phone: (623) 773-7115

Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes \_\_\_\_\_, No X \_\_\_\_\_.

If yes, please provide details and documentation of the certification.

Attach a copy of your Business License to your bid submittal.



## Limited Warranty

### Part: 1

Globe Manufacturing Company, LLC warrants Globe Firefighter Suits products to be free from defects in materials and workmanship for serviceable life when properly used and cared for. Our obligation under this warranty shall be limited to the repair and replacement, with charge, of any product which is returned to Globe at buyer's expense and which our examination shall disclose to our satisfaction to be defective.

This Warranty shall not be effective unless our products are used for the purpose for which they are designed as stated and defined in catalog and in accordance with warnings, directions, use limitations and care instructions given on labels that may be affixed to such products.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be exclusive and Globe Manufacturing Company, LLC shall not under any circumstances be liable for incidental or consequential damages.

### Part 2: Repair Policy.

Globe Firefighter Suits clothing must be returned to factory for a free estimate of repairs. Garments must be laundered prior to shipping and labeled NFPA-Compliant. Globe reserves the right to return garment as-is with the recommendation that it be removed from service, based upon extent of the damage.

Please call for an R.G.A. number before returning garment to Globe. Garment should be sent to:

Globe Firefighter Suits  
Globe Manufacturing Company, LLC  
Attention Repair Dept.  
37 Loudon Road  
Pittsfield NH 03263



## Quality Statement

"Always making the best Personal Protective Equipment better for our customers."

## ISO 9001

Globe Manufacturing Company is ISO 9001 Certified.

ISO 9000 Quality Systems is a series of standards defining minimum requirements a company must meet to assure customers of a consistent quality system. Since its introduction in 1987, the ISO 9000 series has been increasingly used worldwide as the standard for quality registration. Globe has been ISO 9001 Certified since 1994.



## Globe's Bar Code Label

The Globe Barcode Label represents the latest in technology. Heat-sealed to the garment, it allows us to reduce the label size, import all information to eliminate hand marking, and offer barcoding as standard. When tested for durability as required by NFPA, this printed label visually outlasts traditional label stock to offer the fire service a more durable, user friendly, lasting source of information.

By installing the one-dimensional bar code directly onto the label at the time of manufacture, we have provided an easy interface with [PETracker.com](http://PETracker.com). The bar code can be used with most common scanners, eliminating the need for expensive scanning devices or external software for a specialized tracking system.

<b>Globe Firefighter Suits</b>	
Made by Globe Manufacturing Co. LLC 37 Loudon Road Pittsfield, New Hampshire USA 03263 Tel : 603-435-8323 Fax : 603-435-8388	
<b>*THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIREFIGHTING, 2007 EDITION.*</b>	
<b>"FOR COMPLIANCE WITH THE GARMENT REQUIREMENTS OF NFPA 1971, THE FOLLOWING PROTECTIVE ITEMS MUST BE WORN IN CONJUNCTION WITH THIS GARMENT."</b>	
Outer Shell :	
Thermal Liner :	
Moisture Barrier :	
Coat liners are attached at the neckline, front facings, and cuffs. Pant liners are attached at the waist and cuffs.	
Model:	Ser.#:
Style :	Date:
Size:	Length: Cuff:
Name:	
<b>Made in the USA</b>	
Machine wash, warm water, with all closures fastened. Use detergent such as liquid Tide or Cheer. Dry by hanging in shaded area. Do not machine dry. Do not dry clean. Do not store in direct light. Do not use chlorine bleach. Discoloration to any component may be an indication that protective qualities have been compromised. Clothing must be inspected after each use to insure continued performance.	
<b>CLASSIFIED</b> 	
<b>PROTECTIVE ENSEMBLE FOR STRUCTURAL FIREFIGHTING IN ACCORDANCE WITH NFPA 1971-2007 49F9</b>	
MEETS OR EXCEEDS CAL-OSHA STDS TITLE 8, ARTICLE 10.1 SEC. 340	
03104084 	
<b>DO NOT REMOVE THIS LABEL</b>	
CL-T001-S01-P010	Rev 3.4.1



**ECMS, Inc. Price List 5-Oct-07**

ECMS is in full compliance with all applicable Manufacturing, OSHA and NFPA regulations, standards and recommendations.

**FUNDAMENTAL CLEANING**

**Fundamental Cleaning Program**

This program machine cleans the element targeting all soil groups and is intended to disinfect as well as reduce or eliminate contaminants containing toxins and carcinogens. It does not include the Advanced Inspection and required documentation.

ELEMENT	PRICE PER ELEMENT	PRODUCT CODE
Structural Jacket	\$17.00	RCSJ
Structural Trouser	\$17.00	RCST
Structural Hood	\$3.00	RCH
Structural Gloves	\$3.00	RCSG
Wildland Jacket	\$7.00	RCWJ
Wildland Trouser	\$7.00	RCWT
Wildland Gloves	\$3.00	RCWG
USAR Jacket	\$7.00	RCUJ
USAR Trouser	\$7.00	RCUT
EMS Jacket	\$7.00	RCEMSJ
EMS Trouser	\$7.00	RCEMSP

**ADVANCED CLEANING**

**Advanced Cleaning Program**

This program machine cleans the element targeting all soil groups and is intended to disinfect as well as reduce or eliminate contaminants containing toxins and carcinogens. It includes the Advanced Inspection in addition to the required documentation.

Advanced Cleaning prices include Advanced Inspection, Record Keeping and Documentation.

ELEMENT	PRICE PER ELEMENT	PRODUCT CODE
Structural Jacket	\$39.00	ACSJ
Structural Trouser	\$39.00	ACST
Structural Helmet	\$19.00	ACSH
Structural Hood	\$5.00	ACH
Structural Gloves	\$8.00	ACSG
Structural Boots, rubber.	\$19.00	ACSBR
Structural Boots, leather. Includes refinishing to OEM specs.	\$39.00	ACSBL
Wildland Jacket	\$12.00	ACWJ
Wildland Trouser	\$12.00	ACWT
Wildland Helmet	\$12.00	ACWH
Wildland Gloves	\$8.00	ACWG
USAR Jacket	\$12.00	ACUJ
USAR Trouser	\$12.00	ACUT
EMS Jacket	\$29.00	ACEMSJ
EMS Trouser	\$29.00	ACEMSP

## SPECIALIZED CLEANING

### Specialized Cleaning Program

This process is employed prior to the Advanced Cleaning to remove liquid and solid contaminants such as oil, hydraulic fluid, fuel, tar, asphalt, grease and paint.

Specialized Cleaning prices include Advanced Inspection, Record Keeping and Documentation.

ELEMENT	PRICE PER ELEMENT	PRODUCT CODE
Structural Jacket	\$52.00	SCSJ
Structural Trouser	\$52.00	SCST
Structural Helmet	\$31.00 (new trim bars)	SCSH
Structural Hood	N/A	-----
Structural Gloves	N/A	-----
Structural Boots, rubber.	\$29.00	SCSBR
Structural Boots, leather.	\$52.00	SCSBL
Wildland Jacket	\$21.00	SCWJ
Wildland Trouser	\$21.00	SCWT
Wildland Helmet	N/A	-----
Wildland Gloves	N/A	-----
USAR Jacket	\$49.00	SCUJ
USAR Trouser	\$49.00	SCUT
EMS Jacket	\$49.00	SCEMSJ
EMS Trouser	\$49.00	SCEMSP

## ALUMINIZED ELEMENT CLEANING

ECMS is working directly with the manufacturers of the exterior components of aluminized elements to develop an approved cleaning process for aluminized elements. Once a process has been approved by these manufacturers, ECMS will institute a program for aluminized element cleaning. For now, cleaning of aluminized elements will be handled on a case by case basis. Please contact us to discuss your aluminized element situation.

## MAINTENANCE SERVICES

Prices include Advanced Inspection, Record Keeping and Documentation.

**Price Level I** includes maintenance utilizing the following materials: Advance, Arafil, Aralite, Arashield, Caldura Aralite, Caldura SL, Crosstech, Crosstech EMS, Crosstech SR, E-89, F7A FR Fabric, Fusion, Indura FR, Indura Ultra Soft FR, Kevlar Twill, Leather, Lite n Dri, Neoprene, Nomex, Omni 45, Q-9 and RT7100.

**Price Level II** includes maintenance utilizing the following materials: 2F3, Aluminized PBI, Duralite, DragonHide, Millenia, PBI and Ultra-Flex.

Prices for alterations, modifications and repairs are quoted based on degree of complexity. Factors include deconstruction, pattern making, cutting, manufacturing, seam sealing and reconstruction.

JACKET	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
Install American Flag, Nomex, NFPA compliant.	\$14.00	FLAG	Same as Price Level I	
Install American Flag, Glo-Flex, NFPA compliant.	\$10.00	GFFLAG		
Install Lettering, sew-on, any size, any color, per letter. Does not include required letter patch.	\$2.60	LTR		
Letter Patch, Manufacture and Sew-On.	\$12.50	LPSONA	\$24.00	LPSOPM
Letter Patch, Manufacture to be Removable, Includes Velcro.	\$29.00	LPRNA	\$41.00	LPRPM
Letter Patch, Manufacture as Hanging Patch (tail), Sew-On.	\$24.00	LPHSNA	\$36.00	LPHSPM
Letter Patch, Manufacture as Hanging Patch (tail), Removable. Attached using Velcro and/or Snaps. Please indicate manufacturer and if jacket currently has Velcro and/or Snaps.	\$31.00	LPHRNA	\$46.50	LPHRPM
Add Velcro to jacket for letter patch. Used when customer has a removable letter patch but jacket may need the Velcro. Includes two strips. Any size.	\$6.75	AVJLP	Same as Price Level I	
Install customer provided letter patch with lettering.	\$7.50	LTRCP		
Install customer provided letter patch, without lettering. Add for lettering if requested.	\$7.50	LPSOCP		
Remove letter patch, flag, insignia or like item.	\$5.00	RLPFI		
Enlarge Jacket (Shell/Liner/Moisture Barrier), 4" maximum.	\$144.00	ENLRGNA	\$189.00	ENLRGPM
Take-In Jacket (Shell/Liner/Moisture Barrier), 4" maximum.	\$126.00	TKIN	Same as Price Level I	
Shorten Sleeves (Shell/Liner/Moisture Barrier). Requires removal and reinstallation of cuffs, wristlets, waterwell, and hardware. 4" maximum.	\$92.00	JSSLEEVE		
Lengthen Sleeves (Shell/Liner/Moisture Barrier). Requires removal and reinstallation of cuffs, wristlets, waterwell, and hardware. 4" maximum.	\$107.00	JLSLEEVENA		
Shorten Hem (Shell/Liner/Moisture Barrier). Requires removal and reinstallation of trim, pockets, and hardware.	\$180.00	JSHEM	Same as Price Level I	
Lengthen Hem (Shell/Liner/Moisture Barrier). Requires removal and reinstallation of trim, pockets, and hardware.	\$226.50	JLHEMNA		

## MAINTENANCE SERVICES - CONTINUED

JACKET	PRICE LEVEL I & II	PRODUCT CODE
Remove & Replace Complete Closure System, Replacing existing closure system with a different one. New trim, hardware, etc.	\$194.00	JCCLOSURE
Replace existing Zipper on Closure.	\$39.00	JRCZPR
Replace Trim, Sleeve, sewn into seams, each band. 2" or 3", L/Y or R/O, Solid or Triple Trim. Extra for Trim Trax.	\$26.00	JRTRMS
Replace Trim, Chest, sewn into seams. 2" or 3", L/Y or R/O, Solid or Triple Trim. Extra for Trim Trax. Extra for pocket.	\$74.00	JRTRMC
Replace Trim, Hem, sewn into seams, w/pockets. 2" or 3", L/Y or R/O, Solid or Triple Trim. Extra for Trim Trax.	\$94.50	JRTRMH
Replace Trim, Other, priced per foot. 2" or 3", L/Y or R/O, Solid or Triple Trim. Extra for Trim Trax.	\$15.00	JRTRMO
Remove & Replace, outer shell, hook/loop in collar/liner interface.	\$37.50	RRSHLCLI
Remove & Replace, liner, hook/loop in collar/liner interface. Requires seam sealing.	\$32.50	RRLHLCLI
Remove & Replace, outer shell, collar, hook/loop securing closure tab.	\$28.00	RRSCHLCT
Remove & Replace, outer shell, collar closure tab, hook/loop.	\$15.00	RRSCCTHL
Remove & Replace, outer shell, storm panel, hook/loop.	\$37.00	RRSSP
Remove & Replace, outer shell, closure, hook/loop. If not required to remove hardware.	\$22.50	RRSCHL
Remove & Replace, outer shell, closure, hook/loop. Required to remove hardware.	\$38.50	RRSCHLH
Remove & Replace outer shell, pocket, hook/loop.	\$12.50	RRSPHL
Remove & Replace, outer shell, pocket flap.	\$22.00	RRSPF
Replace Collar Tab.	\$33.00	JRCT
Replace Closure 701 Dee Ring.	\$5.00	JR701DR
Install closure 701 Dee Ring w/reinforcement. (Clovis style)	\$8.75	JR701DRN
Install closure 701 Hook Fastener. (Clovis style)	\$8.75	JR701H
Replace Rivets.	\$2.00	JRRIVETS
Install Grommet.	\$6.00	JIGROM
Install Snap Fastener.	\$5.00	JSNAP
Install Hanger Loop. Installed in seam.	\$19.50	HGRLP
Replace Jacket Outer Shell Velcro Strip and 2 Snaps used to secure the liner.	\$15.95	LJSVLA

**MAINTENANCE SERVICES - CONTINUED**

JACKET	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
Replace Jacket Liner Velcro Strip and 2 Snaps Used to Secure the liner.	\$19.95	LJLVLA		
Install an Access Point on the Liner Hem to Facilitate the Full liner inspection.	\$29.00	JLIA	Same as Price Level I	
Perform a complete jacket liner inspection per NFPA 1851, current edition.	\$14.95	JCLI		
Install Shoulder Padding, each shoulder. 2 layers. If needed, shoulder cap extra.	\$21.50	JISP		
Install Shoulder Cap Reinforcement, each shoulder.	\$17.00	JISCRNA	\$23.00	JISCRPM
Install Elbow Padding, each Elbow. 2 layers. If needed, elbow reinforcement extra.	\$10.50	JIEP	Same as Price Level I	
Install Elbow Reinforcement, each elbow.	\$25.00	JIERNA	\$32.00	JIERPM
Install Wristlet, Nomex, Standard or Thumbhole, priced as each.	\$19.50	JIWST		
Install Wristlet, PBI, Standard or Thumbhole, priced as each.	\$26.50	JIWSTPBI		
Repair Cuff, Patch or Stitch.	\$8.50	JRCUFF		
Install Sleeve Water Well Assembly, Globe, GXtreme. No wristlet, adjustable. Priced as each.	\$28.00	JIWWAG	Same as Price Level I	
Install Sleeve Water Well Assembly, with Nomex Wristlet, priced as each.	\$41.00	JIWWA		
Install Sleeve Water Well Assembly, with PBI Wristlet, priced as each.	\$48.50	JIWWAPBI		
Install Cuff, each.	\$26.50	JICUFF		
Replace/Rebuild complete lower shell Sleeve Assembly, New shell, new waterwell, new trim and new cuff.	\$82.00	JRRLSANA	\$109.50	JRRLSAPM
Replace/Rebuild complete shell Sleeve Assembly. This replaces the entire sleeve assembly.	\$110.00	JRRSANA	\$146.00	JRRSAPM
Rebuild/Replace Thermal Liner.	\$190.00	JRRTL		
Rebuild/Replace Moisture Barrier, W.L. Gore RT7100.	\$214.50	JRRMB		
Repair Thermal Liner.	\$28.00 +	JRTL		
Repair Moisture Barrier.	\$28.00 +	JRMB	Same as Price Level I	
Repair Trim Stitching .	\$8.50	JRTS		
Repair Major A Seam Construction Stitching.	\$10.00 +	JRSS		
Replace Liner Assembly Binding Tape.	\$12.00 +	JRLABT		
Repair Hole or Tear, Shell (up to 6" x 6" per patch).	\$21.00	JRHTSNA	\$28.00	JRHTSPM
Repair/Replace Take-Up Strap.	\$21.00	JRRTUPS		
Wildland Jacket, line sleeve with FR fabric.	\$40.00	WLSI		
Build Fleece liner for Globe Tech Rescue or EMS Jacket.	\$148.50	NFL	Same as Price Level I	
Custom alterations, not listed. Requires prior approval.	\$ 80.00 per hr	CAPH		

## MAINTENANCE SERVICES - CONTINUED

TROUSER	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
Increase Waist (Shell/Liner/Moisture Barrier). Requires removal and reinstallation of waistband, and hardware. 4" maximum.	\$144.00	TIWSTNA	\$197.00	TIWSTPM
Take-In Waist (Shell/Liner/Moisture Barrier). Requires removal and reinstallation of waistband, and hardware. 4" maximum.	\$126.00	TTIWST		
Shorten Hem (Shell/Liner/Moisture Barrier). Requires removal and reinstallation of new cuff, new trim, and new hardware. May also require removal and reinstallation of knee reinforcements and pockets, extra. 4" maximum.	\$87.00	TSHEM	Same as Price Level I	
Lengthen Hem (Shell/Liner/Moisture Barrier). Requires removal and reinstallation of new cuff, new trim, and new hardware. May also require removal and reinstallation of knee reinforcements, extra. 4" maximum.	\$107.00	TLHEMNA	\$144.00	TLHEMPM
Increase or reduce crotch gusset or panel.	\$50.00	CGP		
Install Leg Zippers. 18 or 21 Inch. Requires modifications to all layers.	\$144.00	TILZPR	Same as Price Level I	
Install Shell Knee Reinforcements, priced as a pair.	\$29.00	TIKRNA	\$39.50	TIKRPM
Install Shell Knee Reinforcements using Globe Dragon Hide priced as a pair.	Same as Price Level II		\$48.00	TIKRDR
Install Knee Padding sewn onto the outer shell sandwiched between the outer shell and the Knee Reinforcement using 2 layers of aramid batt. Includes Knee Reinforcement. Priced as a pair.	\$42.00	TIKPNA	\$52.50	TIKPPM
Install Knee Padding, sewn onto the outer shell sandwiched between the outer shell and the Knee Reinforcement using 1 layer of Silizone foam. Includes Knee Reinforcement. Priced as a pair.	\$55.00	TIKPSNA	\$65.50	TIKPSPM
Install Knee Padding, inserted through an opening in the side of the Knee Reinforcement using 1 layer of Silizone foam. Includes Knee Reinforcement. Priced as a pair.	\$61.00	TIKPOSNA	\$71.50	TIKPOSPM
Install Knee Padding using a pocket constructed of aramid fabric, positioned on the inside of the outer shell using 1 layer of Silizone foam. Does not include Knee Reinforcement. Priced as a pair.	\$47.00	TIKPAF		
Install Knee Padding using a pocket constructed of aramid fabric, positioned on the inside of the outer shell using 2 layers of aramid batt. Does not include Knee Reinforcement. Priced as a pair.	\$34.00	TIKPAA	Same as Price Level I	
Install Removable Knee Reinforcements and Padding onto outer shell, using 4 layers of aramid batt as the padding stitched to the Knee Reinforcements. Secured to outer shell with Velcro and snaps. Priced as pair.	\$85.00	TIRKRPNA	\$95.50	TIRKRPPM

## MAINTENANCE SERVICES - CONTINUED

TROUSER	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE		
Install Comfort Knee Padding, In Shell, priced as pair. 4 layers of Aramid Batt. ECMS high cushion knee. Includes Knee Reinforcement.	\$52.00	TIKPCKNA	\$62.50	TIKPCKPM		
Replace Velcro on Closure (hook & loop).	\$27.50	TRCHL	Same as Price Level I			
Replace Closure 701 Dee Ring.	\$5.00	TR701DR				
Replace Closure 703 Hook Fastener.	\$8.75	TR703H				
Replace Rivets.	\$2.00	TRRIVETS				
Install Grommet.	\$6.00	TIGROM				
Install Snap Fastener.	\$5.00	TSNAP				
Replace Postman Buckle.	\$15.00	TIPBKL				
Install Suspender Button.	\$5.00	TISBTN				
Replace Trim, priced as each band.	\$28.00	TRTRM				
Repair Cuff, Patch or Stitch.	\$8.50	TRCUFF				
Install Cuff, priced as each.	\$26.50	TICUFF				
Repair Hole or Tear in outer shell, up to 6"x6" per patch.	\$21.00	TRHTSNA			\$28.00	TRHTSPM
Repair Thermal Liner.	\$28.00 +	TRTL			Same as Price Level I	
Repair Moisture Barrier.	\$28.00 +	TRMB				
Rebuild/Replace Thermal Liner.	\$173.00	TRRTL				
Rebuild/Replace Moisture Barrier, W.L. Gore RT7100.	\$195.00	TRRMB				
Replace Liner Assembly Binding Tape.	\$12.00 +	TRLABT				
Install an Access Point along the Waist to Facilitate the Full liner inspection.	\$29.00	TLIA				
Perform a complete trouser liner inspection per NFPA 1851, current edition.	\$14.95	TCLI				
Repair Trim Stitching.	\$8.50	TRTS				
Repair Major A Seam Construction Stitching.	\$10.00 +	TRSS				
Repair Crotch, Shell.	\$39.00 +	TRC				
Replace/Rebuild Complete Lower Leg Assembly. New trim, new cuff and new liner attachment.	\$82.00	TRRLLANA	\$109.00	TRRLLAPM		
Replace Fly Zipper Closure.	\$29.00	TRFZC	Same as Price Level I			
Repair/Replace Take-Up Strap.	\$21.00	TRRTUPS				
Remove & Replace, outer shell, pocket flap. Performed when replacing hook/loop.	\$22.00	RRSPF				
Remove & Replace outer shell, pocket, hook/loop.	\$12.50	RRSPHL				
Remove Back Bib. Requires replacement of hardware.	\$29.50	TRBB				
Install Back Bib. Requires replacement of hardware.	\$48.00	TIBBNA	\$63.50	TIBBPM		
Custom alterations, not listed. Requires prior approval.	\$80.00 per hr	CAPH	Same as Price Level I			
Replace Wildland leg zipper.	\$19.50	TRWLZ				
Wildland Trousers, line legs with FR fabric.	\$51.50	WLT				

## MAINTENANCE SERVICES - CONTINUED

HELMET REPAIRS	PRICE	PRODUCT CODE
ECMS is recognized to work on helmets manufactured by MSA Cairns, Total Fire Group and ED Bullard. Prices for repairs are quoted to the many types of repairs possible.	Quoted	-----

BOOT REPAIRS	PRICE	PRODUCT CODE
Please contact us to discuss available repair options.	Quoted	-----

BLUE BARREL SHIPPING PROGRAM	PRICE	PRODUCT CODE
Flat rate freight charge, including insurance, for shipment of Blue Barrel to an ECMS facility, price per Barrel. Does not include outbound freight.	\$50.00	-----

## ACCESSORIES

DRD (Drag Rescue Device) and UTILITY BELTS	PRICE LEVEL I & II	PRODUCT CODE
Jacket Utility Belt, 2" Kevlar Webbing, Black w/Yellow stripe. w/2ea. 2" metal rings. Sewn to Jacket.	\$48.50	JUBK
Jacket Utility Belt, 2" Kevlar Webbing, Black w/Yellow stripe, w/2ea. fabric loops. Sewn to Jacket.	\$44.50	JUBK1
Jacket Utility Belt, 2" Kevlar Webbing, Black w/Yellow stripe, w/Snap Hook and 2 ea. D rings. Santa Barbara County style.	\$64.50	JUBK2
Trouser Belt, 2" Kevlar Webbing, Black w/Yellow stripe, w/Nexus type Buckle. Sewn to trouser w/protective cover.	\$38.50	TUBK
DRD Drag Rescue Device, installed. Manufactured to Globe Manufacturing specifications.	\$115.00	GLBSTRP
DRD Drag Rescue Device, installed. Manufactured to ECMS specifications. YOC Strap.	\$115.00	YOCSTRP
DRD Drag Rescue Device, Lion Apparel FF Recovery Harness, Installed.	\$155.00	BHS012

CARGO POCKETS and OPTIONS	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
Patch Pocket, 8"h x 8"w.	\$15.00	PP100NA	\$22.50	PP100PM
Patch Pocket, 10"h x 10"w.	\$16.00	PP101NA	\$24.00	PP101PM
Full Expansion Pocket, 8"h x 8"w x 2"d.	\$24.00	FEP100NA	\$36.00	FEP100PM
Full Expansion Pocket, 7"h x 8"w x 1.5"d. LA City Style.	\$28.25	FEPLACTYNA	\$42.50	FEPLACTYPM
Full Expansion Pocket, 10"h x 10"w x 2"d.	\$27.00	FEP101NA	\$40.50	FEP101PM
Full Expansion Pocket, 9"h x 10"w x 2"d.	\$27.00	FEP102NA	\$40.50	FEP102PM

## ACCESSORIES - CONTINUED

CARGO POCKETS and OPTIONS	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
Semi Expansion Pocket, 8"h x 8"w x 2"d x 0"d at leading edge.	\$24.00	SEP100NA	\$36.00	SEP100PM
Semi Expansion Pocket, 10"h x 10"w x 2"d x 0"d at leading edge.	\$27.00	SEP101NA	\$40.50	SEP101PM
Semi Expansion Pocket, 9"h x 10"w x 2"d x 0"d at leading edge.	\$27.00	SEP102NA	\$40.50	SEP102PM
Military BDU Style Expansion Pocket 10"h x 10"w x 2"d. This pocket expands with 2 center pleats.	\$28.00	MBDU100NA	\$42.00	MBDU100PM
Military BDU Style Expansion Pocket 8"h x 8"w x 2"d. This pocket expands with 2 center pleats, the outside edges are sewn down.	\$28.00	MBDU101NA	\$42.00	MBDU101PM
Reinforce Exterior of Pocket using Leather, Arashield, Kevlar Twill or, similar material. Includes all three sides, and bottom. Up half way.	\$18.50	REPKT		
Reinforce Interior of Pocket using Leather, Arashield, Kevlar Twill or, similar material. Includes all three sides, and bottom. Top to bottom.	\$18.50	RIPKT	Same as Price Level I	
Install Pocket Divider. Provide location.	\$12.00	IPDVDRNA	\$18.00	IPDVDRPM
Split Pocket Flap. Provide measurements.	\$10.00	SPKTFLP		
Install Pocket Tool Pouch. Built into jacket or trouser cargo pocket. Provides for 6 pockets.	\$26.00	ITPOUCH		
Install Tool Pouch, built into pocket. Hemet style.	\$29.00	ITJPOUCH		
Install Tool Pouch, built into pocket. Bellevue style.	\$29.00	BELVU	Same as Price Level I	
Add Reflective Trim on Pocket.	\$8.00	PKTTRM		
Make Pocket Removable.	\$24.00	REMPVKT		
Completely Remove and Re-install Existing Pocket.	\$18.00	RPKT		
Partially Remove and Re-install Existing Pocket.	\$16.00	PRPKT		
Recovering front of pocket exterior.	\$8.00	RFPENA	\$12.00	RFPEPM
Refurbishing a cargo pocket. Includes grommets. Includes bottom and three sides.	\$16.00	RCPNA	\$20.00	RCPPM

## ACCESSORIES - CONTINUED

RADIO/FLASHLIGHT POCKETS	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
3.5"w x 9"h x 3"d, lined with P/C moisture barrier.	\$24.00	13PBNA	\$36.00	13PBPM
3.5"w x 8"h x 2"d, lined with P/C moisture barrier.	\$24.00	13PCNA	\$36.00	13PCPM
3.5"w x 7"h x 2"d, lined with P/C moisture barrier.	\$24.00	13PKNA	\$36.00	13PKPM
3.5"w x 9"h x 2"d, lined with P/C moisture barrier.	\$24.00	13PLNA	\$36.00	13PLPM
3.5" w x 9" h x 2" d. Pocket angled to 1:00 position. Notched left side Pocket Flap. 1"x6" strap, and 1"x2" Mic strap sewn to left side pocket gusset.	\$36.00	RFPSBCNA	\$50.00	RFPSBCPM

The following RADIO/FLASHLIGHT pockets are not lined

3" w x 10" h x 2" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP100NA	\$27.00	RFP100PM
3.5" w x 10" h x 2" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP101NA	\$27.00	RFP101PM
3" w x 9" h x 2" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP102NA	\$27.00	RFP102PM
3.5" w x 9" h x 2" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP103NA	\$27.00	RFP103PM
3" w x 8" h x 2" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP104NA	\$27.00	RFP104PM
3.5" w x 8" h x 2" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP105NA	\$27.00	RFP105PM
3" w x 7" h x 2" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP106NA	\$27.00	RFP106PM
3.5" w x 7" h x 2" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP107NA	\$27.00	RFP107PM
3" w x 10" h x 1.5" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP108NA	\$27.00	RFP108PM
3.5" w x 10" h x 1.5" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP109NA	\$27.00	RFP109PM
3" w x 9" h x 1.5" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP110NA	\$27.00	RFP110PM
3.5" w x 9" h x 1.5" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP111NA	\$27.00	RFP111PM
3" w x 8" h x 1.5" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP112NA	\$27.00	RFP112PM
3.5" w x 8" h x 1.5" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP113NA	\$27.00	RFP113PM
3" w x 7" h x 1.5" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP114NA	\$27.00	RFP114PM
3.5" w x 7" h x 1.5" d RADIO/FLASHLIGHT POCKET	\$18.00	RFP115NA	\$27.00	RFP115PM
Add for lining inside of pocket with Moisture Barrier Fabric.	\$9.50	IPKTMB	Same as Price Level I	
Add for lining inside of pocket with Kevlar Twill Fabric.	\$9.50	IPKTKT		

Clovis Style Box Flap.	\$12.00	IPKTBFNA	\$18.00	IPKTBFPM
Add for adding Reflective Trim to Pocket.	\$8.00	PKTTRM	Same as Price Level I	
MIC Strap.	\$10.00	MICSTPNA	\$14.00	MICSTPPM
Remove and reinstall RADIO/FLASHLIGHT POCKET, Includes flap. May require replacement of chest trim due to stitching holes. extra.	\$14.50	RRRFP	Same as Price Level I	

## ACCESSORIES - CONTINUED

FLASHLIGHT HOLDERS	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
Flashlight Holder, Sleeve constructed of outer shell fabric, Suitable for D or C cell, baton or cylinder style flashlights such as a Mag-Light or SL20.	\$12.00	FLPNA	\$15.00	FLPPM
Flashlight Holder Constructed with a: <ul style="list-style-type: none"> <li>· Outer shell strap, secured closed with hook &amp; loop</li> <li>· 703 Hook attached to the outer shell with a strap constructed of leather or outer shell fabric</li> <li>· Mounting clip, constructed of outer shell fabric</li> </ul> Suitable for Big Ed, Little Ed, Survivor, similar style flashlights Please indicate specific light.	\$24.00	BIGEDNA	\$30.00	BIGEDPM
Flashlight Holder Constructed with a: <ul style="list-style-type: none"> <li>· Outer shell strap, secured closed with hook &amp; loop</li> <li>· Mounting clip, constructed of outer shell fabric</li> </ul> Suitable for Big Ed, Little Ed, Survivor, similar style flashlights Please indicate specific light.	\$22.00	BEFHNA	\$28.00	BEFHPM
Flashlight Holder with 701 Hook Constructed with a: <ul style="list-style-type: none"> <li>· Outer shell strap, secured closed with hook &amp; loop</li> <li>· 701 Hook attached to the outer shell, backed with a reinforcement fabric, riveted to the outer shell fabric</li> </ul> Suitable for Big Ed, Little Ed, Survivor, similar style flashlights Please indicate specific light. 701 Hook is same hook as used on jacket closure	\$15.00	FLP701NA	\$20.00	FLP701PM
Flashlight Holder with 703 Hook Constructed with a: <ul style="list-style-type: none"> <li>· Outer shell strap, secured closed with hook &amp; loop</li> <li>· 703 Hook attached to the outer shell with a strap constructed of leather or outer shell fabric</li> </ul> Suitable for Big Ed, Little Ed, Survivor, similar style flashlights Please indicate specific light.	\$15.00	FLP703NA	\$20.00	FLP703PM
Flashlight Ring, 2", Attached using self material or as specified.	\$14.00	FLRNGNA	\$16.00	FLRNGPM

## ACCESSORIES - CONTINUED

SCBA POCKETS	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
Air Mask Pocket, large oval, double pull zipper, attached to jacket, trim extra. (4" x 9" x 15")	\$36.00	6PAMPNA	\$50.00	6PAMPPM
Air Mask Pocket, large oval, double pull zipper, detachable, trim extra. (4" x 9" x 15")	\$40.00	6PDETNA	\$56.00	6PDETPM
Air Mask Pocket, pyramid shaped, double pull zipper, attached to jacket, trim extra.	\$34.00	6PANA	\$48.00	6PAPM
Air Mask Pocket, pyramid shaped, double pull zipper, detachable, trim extra.	\$40.00	6PADETNA	\$56.00	6PADETPM
Add Reflective Trim to SCBA pocket.	\$10.00	AMPTRM	Same as Price Level I	

MISCELLANEOUS POCKETS	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
ESS Goggle Pocket, Las Vegas Spec.	\$28.00	ESSPKTNA	\$38.00	ESSPKTPM
Pen/Pencil Pocket.	\$14.00	PPPKTNA	\$19.00	PPPKTPM
Passport Pocket.	\$9.00	PASPRTNA	\$12.00	PASPRTPM

MISCELLANEOUS STRAPS/CLIPS, SHROUDS	PRICE LEVEL I	PRODUCT CODE	PRICE LEVEL II	PRODUCT CODE
Glove Strap, detachable, made with shell fabric w/703 NFPA hook.	\$15.00	GSDTCHNA	\$17.00	GSDTCHPM
Glove Strap, Hemet style, affixed to garment, Provide fabric type, and location.	\$17.50	GSHMTNA	\$19.00	GSHMTPM
Utility Clip. Constructed of two layers of shell fabric encasing five layers of Arashield. Provide location.	\$12.00	UCLPNA	\$13.50	UCLPPM
703 Utility Hook w/Leather or Fabric Strap.	\$10.00	703HS	Same as Price Level I	
Install Santa Barbara County style hem take-up-strap. Priced as a pair.	\$40.00	TUPSBCFD		
Helmet Shroud, Wildland for FP500.	\$14.00	ENFPNA	\$21.00	ENFPPM
Helmet Shroud, Wildland for FP5004.	\$14.00	ENFPXLNA	\$21.00	ENFPXLPM



# CONTRACT AMENDMENT

**Materials Management  
Procurement**

8314 W. Cinnabar Ave.  
Peoria, AZ 85345

Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: **P08-0018** Page 1 of 1  
Description: Jacket and Trousers for Structural Fire Fighting  
(Turn out Gear)  
Amendment No: Ext #1 Date: 10/02/08

Buyer: Peggy Ferrin

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/11/08.

The New Contract Term is:

**Contract Term: 12/12/08 to 12/11/09**

*price increase approved by materials mgmt & department.*

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

11/12/08  
Date

Troy Garside  
S.W. Div. Manager  
Typed Name and Title

LN Curtis and Sons  
Company Name

6005 S. 40<sup>th</sup> St., #4  
Address

Phoenix  
City

AZ  
State

85042  
Zip Code

Attested by:

Mary Jo Kief, City Clerk

Requested by:

Recommended by:

**Ellen Van Riper, Assistant City Attorney**

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
12/15/08, 2008, at Peoria, Arizona.

  
Herman E. Koebergen, Materials Manager

City Seal

CC Number

ACON76007A

Contract Number:

Official File

TELEPHONE: 602-453-3911  
 TOLL FREE: 877-453-3911  
 FAX: 602-453-3910



EMERGENCY EQUIPMENT & SERVICE

Since 1929

6005 South 40<sup>th</sup> Street Ste#4 Phoenix Arizona  
 85042

PHOENIX  
 OFFICE

<http://www.LNCURTIS.com>

BQ GQ XBNQ RQ

<b>DATE:</b> November 12, 2008	<b>TERMS:</b> Net 30 Days	<b>F.O.B:</b> Destination	<b>DELIV:</b> 60 Days ARO
<b>TO: Peoria Fire Dept</b> <b>Materials Management</b> <b>Attn: Peggy Ferrin</b> <b>8314 W. Cinnabar Ave.</b> <b>Peoria AZ 85345</b> <b>FAX: 623-773-7620</b>  <b><u>IFB P08-0018</u></b>		This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control of the company. L. N. CURTIS and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted are subject to applicable Federal, State, County or City Taxes and Licenses.  <p style="text-align: center;"><b>L.N. CURTIS AND SONS</b></p> <p style="text-align: center;">By: </p>	

THANK YOU FOR THE OPPRTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE QUESTIONS, NEED ADDITIONAL INFORMATION, OR TO PLACE AN ORDER, PLEASE CONTACT Paul Fraser or Troy Garside

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
	311774GXT75	<b>Globe GXtreme 7.5oz Gold PBI/Matrix 32" Coat:</b> - Caldura SL Thermal Liner - Crosstech Moisture Barrier - Drag Rescue Device - Nomex Hand/Wrist guards - Heavy Duty High Temp Polymer Zipper with outer Velcro closure - Black Dragon Hide cuff reinforcement - 2" X 3.5" X 7" Radio Pocket <ul style="list-style-type: none"> <li>o Located on Right &amp; Left chest</li> <li>o With Antenna notch on flap</li> </ul> - PBI Mic Tab above each radio pocket - NYC Style 3" Scotchlite Lime/Yellow Triple Trim - Embroidered American Flag embroidered on right sleeve - 2 Snaps at lower hem - Separating liner system	\$1,095.00	\$1,095.00
		For 35"Hem Length Add:	\$53.00	\$30.00
	411774GXT75	<b>Globe GXtreme 7.5oz Gold PBI/Matrix 32" Trouser:</b> - Caldura SL Thermal Liner - Crosstech Moisture Barrier - Black Dragon Hide reinforcement over padded knees - Black Nomex pocket for Silizone knee pad in outer shell - Silizone knee pad installed in pocket - NYC Style 3" Scotchlite Lime/Yellow Triple Trim - Separating liner system	\$795.00	\$795.00
	3579298	<b>PGI Deluxe Carbon Hood</b> - Double ply top & bib - Extra long length	\$31.50	\$31.50

TELEPHONE: 602-453-3911  
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 FAX: 602-453-3910



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 85042

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BQ GQ XBNQ RQ

PX	Bullard PX Firedome Helmet - NFPA 1971-2000 - Thermoplastic outer shell - Urethane Impact liner - High heat inner shell - Sure-lock ratchet head band - 6 point crown strap - Nomex chin strap - Nomex Ear/Neck protector - 4" hard coat faceshield	\$175.00	\$179.00
4132SG	Pro-Warrington 14" Bunker Boot - Internal shin guard - Safety toe - Metal shank - Goodyear welt - Vibram lug sole - Barcode compliant with NFPA 1851	\$275.00	\$275.00
5280G	Shelby Structure Glove - Cal-OSHA NFPA Labeled - No wristlet - Pig-skin palm, Elk-skin back - Gold/Tan - Sz: SM-J	\$45.00	\$45.00
3002N	PGI Fireline forestry coat - Cal-OSHA NFPA Labeled - Yellow 6oz Nomex - 2" L/Y SL Triple trim - SZ: Sm-XL +10% XXL +20% XXXL	\$158.00	\$158.00
B3003N	PGI Fireline forestry pant - Cal-OSHA LNFPALabeled - Blue 6oz Nomex - 2" L/Y SL Triple trim - SZ: Sm-XL +10%XXL +20%XXXL	\$150.00	\$150.00
Tax 8.3% Applicable			



# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl  
Peoria, AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

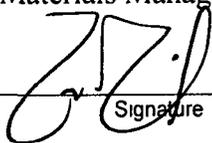
Solicitation No P08-0018 Page 1 of 2  
Description Jacket and Trousers for Structural Fire Fighting  
(Turn Out Gear)  
Amendment No. Two (2) Date 10/07/09

Buyer: Christine Finney

- A. In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract is hereby extended **The new contract term is 12/12/09 to 12/11/10.**
- B. Standard Terms and Conditions are amended to reflect the following changes: Paragraph 3, Applicable Law; Paragraph 19, Right to Audit Records; and Paragraph 32, Public Record, are hereby deleted and replaced with the following:
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989 In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees)

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

  
Signature

10/23/09  
Date

Troy Garside, SW Division  
Manager  
Typed Name and Title

LN Curtis and Sons  
Company Name

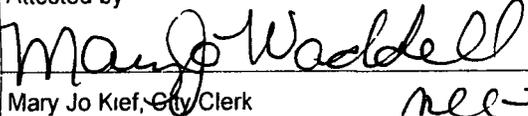
6005 S 40<sup>th</sup> St, #4  
Address

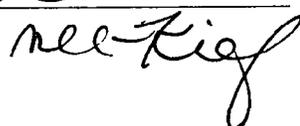
Phoenix  
City

AZ  
State

85042  
Zip Code

Attested by

  
Mary Jo Kief, City Clerk

  
mjk

CC Number

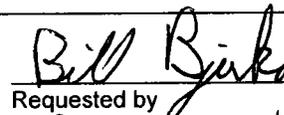
ACON76007B  
Contract Number

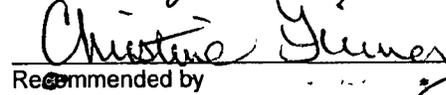


City Seal

Official File

(Rev 02/01/08)

  
Requested by

  
Recommended by

Ellen Van Ripet, Assistant City Attorney

  
Approved as to Form Stephen M Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
November 5 2009, at Peoria, Arizona

  
Herman F Koebergen, Materials Manager

A CON 76007B



# CONTRACT AMENDMENT

Solicitation No P08-0018 Page 2 of 2  
Description Jacket and Trousers for Structural Fire Fighting  
(Turn Out Gear)  
Amendment No Two (2) Date 10/07/09

**Materials Management  
Procurement**  
9875 N 85<sup>th</sup> Ave , 2<sup>nd</sup> Fl  
Peoria, AZ 85345  
Telephone (623) 773-7115  
Fax (623) 773-7118

Buyer Christine Finney

Under the provisions of A R S § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A R S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty")

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A R S §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract

**19. RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above

**32. PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction



# CONTRACT AMENDMENT

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P08-0018      Page 1 of 1  
Description: Turn Out Gear (Jacket and Trousers for Structural  
Fire Fighting  
Amendment No: Three (3)      Date: 8/30/2010

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/11/10.

**THE NEW CONTRACT TERM:**

**Contract Term: 12/12/10 TO 12/11/11**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

*[Signature]*  
Signature

10/4/10  
Date

Troy Garside  
Typed Name and Title

LN Curtis and Sons  
Company Name

6005 S. 40<sup>th</sup> St., #4  
Address

Phoenix  
City

AZ  
State

85042  
Zip Code

Attested by:

*[Signature]*  
for City Clerk

*[Signature]*  
Requested by:

*[Signature]*  
Recommended by:  
Ellen Van Riper, Assistant City Attorney

*[Signature]*  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
*[Signature]*, 2010, at Peoria, Arizona.

*[Signature]*  
Herman F. Koebergen, Materials Manager



CC Number

CON 760070  
Contract Number:

Official File

City Seal

(Rev 02/11/10)

A CON 760070

# L.N.CURTIS & SONS

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City of Peoria  
Attn: Christine Finney  
8401 W. Monroe St.  
Peoria, AZ. 85345

October 4, 2010

RE: Turn Out Gear Contract P08-0018

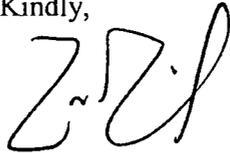
Ms. Finney,

We are pleased to have the opportunity to renew the above contract for turnouts for the City of Peoria Fire Department. As with many other manufacturers, the weak economy continues to result in increases which are outside our control.

Our support of the City of Peoria is extremely important to us, thankfully we have been able to negotiate with many of suppliers and we're pleased to announce there has been no increase in the price of the turn out garments. Please refer to the attached quotation.

We appreciate the continued partnership with the City.

Kindly,



Troy Garside  
Southwest Division Manager

A CON 76007C

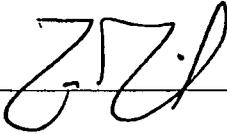
# L.N. CURTIS & SONS

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**QUOTATION**

XBNQ IP BQ

<b>DATE:</b> October 06, 2010	<b>TERMS:</b> NET 30	<b>F.O.B:</b> Destination	<b>Delivery:</b> Stock-5wks
<b>TO: PEORIA FIRE DEPARTMENT</b> <b>ATTN: BILL BJERKE</b> <b>8401 W. MONROE</b> <b>PEORIA, AZ. 85345</b> <b>FAX: 623-773-7620</b> <b>e-mail: <a href="mailto:William.Bjerke@peoriaaz.gov">William.Bjerke@peoriaaz.gov</a></b>		This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control of the company. L. N. CURTIS and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted are subject to applicable Federal, State, County or City Taxes and Licenses.  <p style="text-align: center;"><b>L.N. CURTIS AND SONS</b></p> <p style="text-align: center;">By: </p>	
<b>Contract P08-0018</b> <b>12/12/10 – 12/11/11</b>			

THANK YOU FOR THE OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT Gary Norton or Troy Garside

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
	311774GXT75	<b>GLOBE G-EXTREME STYLE GOLD 7.5 OZ. PBI/MATRIX 32" COAT WITH:</b> - CALDURA SL THERMAL LINER - CROSSTECH MOISTURE BARRIER - DRAG RESCUE DEVICE - NOMEX HAND WRIST GUARDS - DELRON ZIPPER WITH OUTER VELCRO CLOSURE - BLACK DRAGON HIDE - 2" X 3.5" X 7" RADIO POCKETS ON LEFT & RIGHT CHEST NOTCHED ANTENNA FLAP - PBI MIC TAB ABOVE RADIO POCKETS - NYC STYLE 3" SCOTCHLITE LIME/YELLOW TRIPLE TRIM - EMBROIDED AMERICAN FLAG ON RIGHT SLEEVE - 2 SNAPS AT LOWER HEM - SEPARATING LINER SYSTEM	\$1,125.00	\$1,125.00
	411774GXT75	<b>GLOBE G-EXTREME STYLE GOLD 7.5 OZ PBI/MATRIX TROUSERS WITH:</b> - CALDURA SL THERMAL LINER - CROSSTECH MOISTURE BARRIER - BLACK DRAGON HIDE REINFORCEMENT OVER PADDED KNEES - BLACK NOMEX POCKET KNEE FOR SILIZONE KNEE PAD ON OUTER SHELL - SILIZONE KNEE PAD INSTALLED IN POCKET - BLACK DRAGON HIDE - 3" LIME/YELLOW SCOTCHLITE TRIPLE TRIM AROUND LOWER LEGS - SEPARATING LINER SYSTEM	\$818.00	\$818.00

6005 So. 40<sup>th</sup> Street, Suite #4 • Phoenix, AZ 85042 • Phone 877-453-3911 • Fax 602-453-3910

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# L.N.CURTIS & SONS

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## QUOTATION

XBNQ IP BQ

3579298	PGI DELUXE CARBON HOOD - DOUBLE PLY TOP & BIB - EXTRA LONG LENGTH	\$31.50	\$31.50
PX	BULLARD PX FIREDOME HELMET - NFPA 1971-2007 COMPLIANT - THERMOPLASTIC OUTER SHELL - URETHANE IMPACT LINER - HIGH HEAT INNER SHELL - SURE=LOCK RATCHET HEAD BAND - 6-POINT SUSPENSION SYTEM - NOMEX CHIN STRAP WITH QUICK RELEASE AND POSTMAN'S SLIDE - NOMEX EAR/NECK PROTECTOR - 4" HARD COATED FACESHIELD	\$175.00	\$175.00
4132SG	PRO-WARRINGTON 14" BUNKER BOOT - INTERNAL SHIN GUARD - SAFETY TOE - METAL SHANK - GOODYEAR WELT - VIBRAM LUG SOLE - BARCODE COMPLIANT WITH NFPA 1851	\$303.00	\$303.00
5280G	SHELBY STRUCTURE GLOVE - CAL-OSHA NFPA LABELED - NO WRISTLET - PIG-SKIN PALM, ELK-SKIN BACK - BLUE/TAN	\$52.25	\$52.25
3610CY	PELICAN LITTLE ED RECOIL FLASHLIGHT	\$49.95	\$49.95
7400268	INNERZONE 2 GOGGLES - W/NOMEX SLEEVE ADD: \$10.00 - (7400269)	\$37.50	\$37.50
1301400	GLOBE SHADOW 14" BUNKER BOOT - MOLDED SHIN GUARD - COMPOSITE TOE CAP & SHANK - CEMENT CONSTRUCTION - COMPOSITE LASTING BOARD - VIBRAM OUTSOLE - BARCODE COMPLIANT WITH NFPA 1851	\$265.00	\$265.00

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# CONTRACT AMENDMENT

## Materials Management Procurement

9875 N. 85<sup>th</sup> Ave., 2<sup>nd</sup> Fl.  
Peoria, AZ 85345  
Telephone: (623) 773-7115  
Fax: (623) 773-7118

Solicitation No: P08-0018 Page 1 of 1  
Description: Turn Out Gear (Jacket and Trousers for Structural Fire Fighting)  
Amendment No: Four (4) Date: 8/24/2011

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 12/11/11. LAST YEAR OF CONTRACT

THE NEW CONTRACT TERM:

**Contract Term: 12/12/11 TO 12/11/12**

PRICE ADJUSTMENT APPROVED - SEE ATTACHED

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

[Signature] 10.12.11 TIM HENDERSON/VP LN Curtis and Sons  
Signature Date Typed Name and Title Company Name

4647 S. 33rd St. Phoenix AZ 85040  
Address City State Zip Code

Attested by:  
Wanda Nelson

Wanda Nelson, City Clerk



CC Number  
ACON76007D  
Contract Number:  
Official File

City Seal  
(Rev 02/11/10)

[Signature] Thomas Solberg, Fire Chief STACY IRVINE A/A  
[Signature] Bill Bjerke, Physical Resource Supervisor  
Dept Rep: Bill Bjerke, Physical Resource Supervisor

[Signature]  
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed  
October 27, 2011, at Peoria, Arizona.

[Signature]  
Dan Zenko, Materials Management Supervisor

# L.N.CURTIS & SONS

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**QUOTATION**

XBNQ IP BQ

<b>DATE:</b> October 18, 2011	<b>TERMS:</b> NET 30	<b>F.O.B:</b> Destination	<b>Delivery:</b> Stock-6wks
<b>TO: PEORIA FIRE DEPARTMENT</b> ATTN: BILL BJERKE 8401 W. MONROE PEORIA, AZ. 85345 FAX: 623-773-7620 e-mail: <a href="mailto:William.Bjerke@peoriaaz.gov">William.Bjerke@peoriaaz.gov</a>		This quotation subject to acceptance within 30 days. Shipment contingent upon strikes, fires, accidents or other delays beyond reasonable control of the company. L. N. CURTIS and Sons retains ownership and title to all equipment until fully paid for in legal money of the United States of America. All prices quoted are subject to applicable Federal, State, County or City Taxes and Licenses.  <p style="text-align: center;">L.N. CURTIS AND SONS</p> By: 	
<b>Contract P08-0018</b> 12/12/11 – 12/11/12			

THANK YOU FOR THE OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT Gary Norton or David Lindley

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
	311774GXT75SW	GLOBE G-XTREME STYLE GOLD 7.5 OZ. PBI/MATRIX 32" COAT SW SPEC. WITH: - CALDURA SL2 THERMAL LINER - CROSSTECH MOISTURE BARRIER - NYC LIME/YELLOW TRIPLE TRIM - 2X3.5X7 RADIO POCKET LEFT CHEST - ANT. NOTCH L SIDE OF RADIO POCKET FLAP - 1X3 SELF MIC STRAP ABOVE RADIO POCKET - 1X3 SELF MIC STRAP RC LEVEL WITH MIC LC - EMBROIDERED US FLAG RIGHT SLEEVE - DRAGON HIDE CUFFS - D-RING ON SUEDE R CHEST ABV TRIM BAND - STD DRAGE RESCUE DEVICE - NOMEX HAND/WRIST GUARDS	\$1,100.00	\$1,100.00
	411774GXT75SW	GLOBE G-XTREME STYLE GOLD 7.5 OZ PBI/MATRIX TROUSERS SW SPEC. WITH: - CALDURA SL2 THERMAL LINER - CROSSTECH MOISTURE BARRIER - 3" LY TRIPLE TRIM AROUND CUFFS - DRAGON HIDE KNEES - SILIZONE PADDED KNEES - DRAGON HIDE CUFFS - KEVLAR LINED EXPANSION POCKETS - BLK PADDED H-BACK RIPCORD SUSPENDERS WITH LY TRIPLE TRIM	\$846.00	\$846.00

6005 So. 40<sup>th</sup> Street, Suite #4 • Phoenix, AZ 85042 • Phone 877-453-3911 • Fax 602-453-3910

[www.LNCURTIS.com](http://www.LNCURTIS.com)