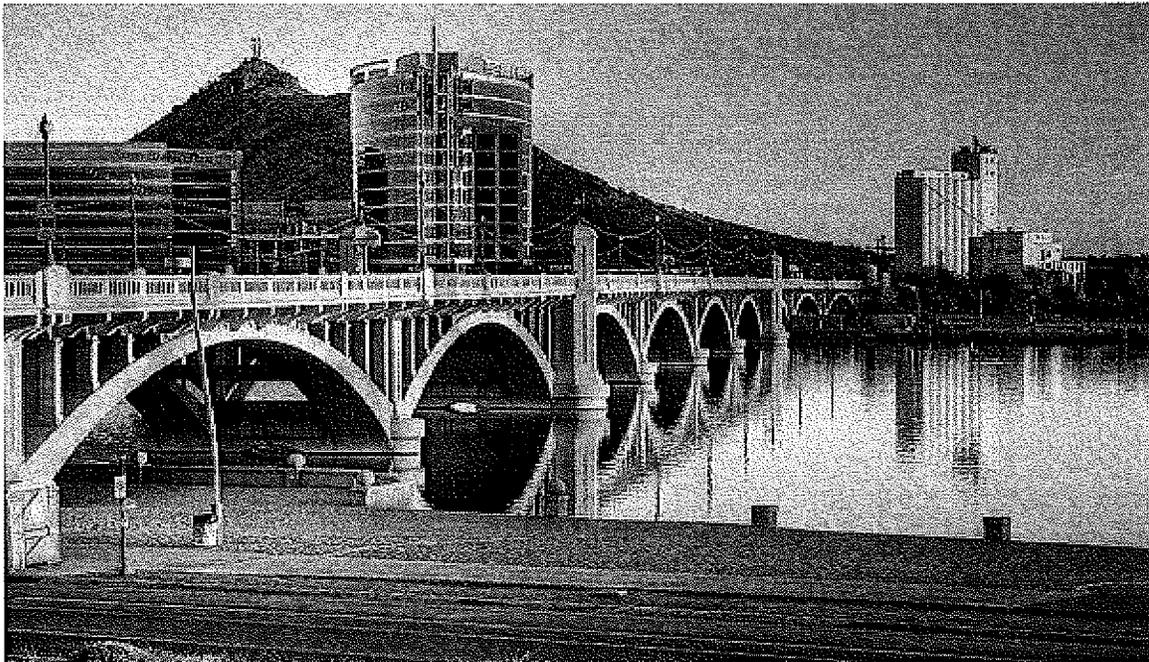




UNITED FIRE
Life Safety is Serious Work[®]



City of Tempe
Request for Proposal for
Fire Turnout Clothing Supply, Cleaning, Inspection and Repair
RFP# 10-115
Due date: July 29, 2010 3:00PM

United Fire Equipment Co.
335 N. 4th Ave Tucson, AZ 85705

ORIGINAL

Vendor's Offer

It is required that Offeror complete, sign and submit the original of this form to the City Procurement Office with the Proposal response. An unsigned "Vendor's Offer", late Proposal response and/or a materially incomplete response will be considered nonresponsive and rejected.

Offeror is to type or legibly write in ink all information required below.

Company Name: <u>United Fire Equipment Co.</u>		
Company Mailing Address: <u>335 N. 4th Ave</u>		
City: <u>Tucson</u>	State: <u>Arizona</u>	Zip: <u>85705</u>
Contact Person: <u>Barry Richardson</u>	Title: <u>Vice President of Sales</u>	
Phone No.: <u>520-622-3639</u>	FAX: <u>520-882-3991</u>	E-mail: <u>barryr@ufec.com</u>
<u>Company Tax Information:</u>		
Arizona Transaction Privilege (Sales) Tax No.: <u>10069769-B</u>		or
Arizona Use Tax No.: _____		
Federal I.D. No.: <u>86-0354767</u>		
City & State Where Sales Tax is Paid: <u>Tempe</u> , <u>Arizona</u>		
If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____		

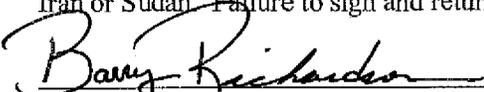
THIS PROPOSAL IS OFFERED BY

Name of Authorized Individual (TYPE OR PRINT IN INK) Barry Richardson

Title of Authorized Individual (TYPE OR PRINT IN INK) Vice President of Sales

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. In accordance with A.R.S. 35-393, et seq., the Offeror hereby certifies that it does not have scrutinized business operations in Iran or Sudan. Failure to sign and return this form with Proposal Offer will be considered nonresponsive and rejected.


Signature of Authorized Offeror.

07/26/10
Date

Form 201-B (RFP)
(H/RFP 3-2008)

Proposal Questionnaire (Revised 7/1/10)

1. Please list location of your facility for your turnout clothing inventory and for all cleaning and repairs. Please list multiple locations, if necessary: 125 W. Gemini Dr Suite E-7
Tempe, AZ 85283
Turnout clothing inventory, cleaning and repairs are located at this facility.
-
-
-
-

1. Within how many miles is your location at which measurements will be taken? 4 miles
2. What is the lead time for custom order items? 90 days
3. Can your firm provide non-stock items (excluding custom orders) within 3 business days? Yes No
 If No, what is your delivery time? _____ days.
5. What is the value of your turnout clothing inventory? \$ 100,000.00
6. Do you agree to provide the Tempe Fire Department with a reasonable stock as defined on page 24 in this Request For Proposal? Yes No
7. Do the items offered comply with NFPA 1971 Standard, Latest Edition? Yes No
8. Please list all applicable warranties including service and support.
All issues should be brought to United Fire to better assist customer with warranty issues. Hoods, gloves, suspenders and repairs are warranted for 1 year. Helmets are warranted for 5 years. Turnouts have a limited life time warranty for 3-5 years. Please see section 8 of Bid for full details regarding all warranties.
9. Can your firm provide turnout gear in the sizes provided on page 24? Yes No
 Please list any exceptions including female sizes.

10. Please list three (3) references to which you have supplied similar garments.

	Company	Contact	Phone
1.	<u>Mesa Fire Department</u>	<u>Bridget Grimes</u>	<u>480-644-4992</u>
2.	<u>Phoenix Fire Department</u>	<u>Bob Finn</u>	<u>602-262-6074</u>
3.	<u>Green Valley Fire Department</u>	<u>Simon Davis</u>	<u>520-625-9400</u>

Proposal Questionnaire (Revised 7/1/10)

11. Do you have the ability to clean and repair turnout gear to NFPA Standards, Latest Edition?

Yes No

Demonstrate and/or provide option to provide inspection, cleaning and repair of turnout gear with your response including service location and turnaround time. *Please see letter of clarification

12. Will you provide at not cost to the City, compatible software for keeping records on in service, inspection, cleaning, repair and out of service status on all garments? Yes No

13. Does your firm provide pick-up and delivery service for items to be cleaned and repaired? Yes No

If so, is there a charge for the services? \$ 0.00 *Please see letter of clarification.

14. Provide proof your firm is currently an ISP or in the process of becoming as ISP.

15. Indicate which manufacturers your firm is qualified to perform garment maintenance and repair.

Lion Apparel

16. Does your firm have the capacity to clean, respect, and repair between 8 to 10 garments per week?

Yes No

If No, what is your firm's capacity? _____

17. Provide a sample detailed repair report with your proposal.

18. Were samples of each style and item offered delivered to the Tempe Fire Department Warehouse located at 3031 S. Hardy Drive? Yes No

Signature of Fire personnel verifying receipt.

FIRE SERVICE

R. HARRIS

Printed Name/Title

R. Harris

Signature

7-28-10

Date Received

19. Provide descriptive literature and specification sheets for each item proposed.

20. Describe to the City any available options that keep the inner liner of the coat from creeping up and away from the shell. Provide the costs associated with the available options. *Please see letter of clarification.



UNITED FIRE EQUIPMENT COMPANY

Life Safety is Serious Work®

CITY OF TEMPE
Solicitation No. RFP 10-115
Bid Due Date
July 29, 2010
3:00 PM Local Arizona Time

Letter of Clarification – Proposal Questionnaire

Page 2, Question 11

United Fire offers turnout cleaning and repair service. Cleaning and repair service can be completed, in sets of 8-10 turnouts, within four days. Sets received by 8:30am, Day 1 will be completed by 2:00 PM, Day 4. Service location is 125 W. Gemini Drive Suite E7, Tempe AZ. Pricing is included within the bid package.

Page 2, Question 13

As the successful bidder, United Fire offers pickup and delivery service at no charge to a single central location, as determined by mutual agreement with the City of Tempe and United Fire.

Page 2, Question 20

Lion Apparel has suggested adding two tabs to the coat, similar to the tabs that hold the pant liner to the outer shell. The placement of these tabs will reduce the creeping of the liner.



the standard in safety

Underwriters
Laboratories

PRODUCT SUBMITTAL FORM - NFPA 1851

UNDERWRITERS LABORATORIES INC
12 LABORATORY DRIVE
RESEARCH TRIANGLE PARK, NORTH CAROLINA 27709
CONTACT: GREGG A. SKELLY
PHONE: 919-549-1862
FAX: 919-547-5403
E-MAIL: Gregg.A.Skelly@us.ul.com

NAME OF APPLICANT: (The company/organization requesting the investigation) United Fire Equipment Company	POSTAL CODE: 85283
ADDRESS: 125 West Gemini Drive ST E7	TELEPHONE: 480 491-5780
CITY: Tempe	FAX NUMBER: 480 491-5807
STATE/PROVINCE: Arizona	E-MAIL: tanyar@ufec.com
COUNTRY: United States	CONTACT NAME: Tanya Rush
	CONTACT TITLE: Branch Manager

Product: List types of repairs to be evaluated (Place an "X" in appropriate box)

Outer Shell Fabric Repairs:	<input checked="" type="checkbox"/>										
Thermal Barrier Repairs:	<input checked="" type="checkbox"/>										
Moisture Barrier Repairs:	<table border="0"> <tr> <td>Type 2C, Crosstech</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Type 3D, RT7100</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Type 4A, Crosstech</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Stedair 3000</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Stedair 4000</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	Type 2C, Crosstech	<input checked="" type="checkbox"/>	Type 3D, RT7100	<input checked="" type="checkbox"/>	Type 4A, Crosstech	<input checked="" type="checkbox"/>	Stedair 3000	<input checked="" type="checkbox"/>	Stedair 4000	<input checked="" type="checkbox"/>
Type 2C, Crosstech	<input checked="" type="checkbox"/>										
Type 3D, RT7100	<input checked="" type="checkbox"/>										
Type 4A, Crosstech	<input checked="" type="checkbox"/>										
Stedair 3000	<input checked="" type="checkbox"/>										
Stedair 4000	<input checked="" type="checkbox"/>										

Repair Facilities: If more than one repair facility is involved, please indicate on an additional page.	POSTAL CODE: 85283
NAME: United Fire Equipment Company	TELEPHONE: 480 491-5780
ADDRESS: 125 West Gemini Drive BT E7	FAX NUMBER: 480 491-5907
CITY: Tempe	E-MAIL: tanyar@ufec.com
STATE/PROVINCE: Arizona	CONTACT NAME: Tanya Rush
COUNTRY: United States	TITLE: Branch Manager

Use Tab Key To Toggle Between Fields

To unprotect>use password NFPA

Listee: The company whose name will appear in our published records and product directories.	POSTAL CODE: 85283
NAME: United Fire Equipment Company	TELEPHONE: 480 491-5780
ADDRESS: 125 West Gemini Drive ST E7	FAX NUMBER: 480 491-5907
CITY: Tempe	E-MAIL: tanya@ufec.com
STATE/PROVINCE: Arizona	CONTACT NAME: Tanya Rush
COUNTRY: United States	TITLE: Branch Manager

Agent: Responsible for handling the approvals on behalf of the applicant.	POSTAL CODE:
NAME:	TELEPHONE:
ADDRESS:	FAX NUMBER:
CITY:	E-MAIL:
STATE/PROVINCE:	CONTACT NAME:
COUNTRY:	TITLE:

Bill to:	POSTAL CODE: 85715
NAME: United Fire Equipment Company	TELEPHONE: 1800 362-0150
ADDRESS: 335 North 4 th Ave	FAX NUMBER: 1 520 862-3991
CITY: Tucson	E-MAIL: deborah@ufec.com
STATE/PROVINCE: Arizona	CONTACT NAME: Deborah Livingston
COUNTRY: United States	TITLE: Administrative Controller

Your online request for Quote has been submitted to Underwriters Laboratories.
The identification number for your request is 295860. Your request details are listed below.
Your request has been routed to:
Email: PPEQuote@us.ul.com

CUSTOMER CONTACT INFORMATION

Customer File Number:
Subscriber Number:
Customer Name: Tanya Rush
Customer Title: Branch Manager
Company Name: United Fire Equipment
Address: 125 W. Gemini Drive
Address2: Suite E-7
City: Tempe
Province/State: Arizona
Postal/Zip Code: 85283
Country: United States
Customer Telephone: 480-491-5780
Customer Fax: 480-491-5907
Customer Email: tanyar@ufec.com

PRODUCT INFORMATION

Industry: Personal Protection Equipment
Product: Firefighter Garment Repair Organizations (NFPA 1851 Ch 11; QGVH)
Product Description: ISP 3rd party certification for firefighter PPE
Request Type: Issue a quote letter
Requested services from UL before? NO
Customer Request Identifier:
Request ID: 295860
Comments or Special Instructions:
Number of Attached Files: 0
Request Link:

<http://quote.ul.com/RequestDetails.aspx?RequestId=VzIVJy4HL66UEDWcwyqaUA%3d%3d>

SERVICES AND CERTIFICATIONS REQUESTED:

Firefighter Garment Repair Organizations (NFPA 1851 Ch 11; QGVH) - Annual Re-Certifications - UL

Firefighter Garment Repair Organizations (NFPA 1851 Ch 11; QGVH) - Certification Test Plan

If you have any questions, please reply to this email. For faster service, please provide your request ID with your inquiry.

- For more information about UL, its Marks, and its services for EMC, quality registrations and product certifications for global markets, please access our web sites at <http://www.ul.com> and <http://www.ulc.ca> or contact your local sales representative. --

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: | 10-115

and is Addendum No. | 1

Date: | June 24, 2010

Procurement Description: | Turnout Clothing

Change: Deadline for Inquires *from* Monday, June 21, 2010, 5:00 P.M. Tempe, AZ time *to* **Monday, July 12, 2010, 5:00 P.M., Tempe, AZ time.**

Change: Proposal Due Date/Time *from* Thursday, July 1, 2010, 3:00 P.M., Tempe, AZ time *to* **Thursday, July 22, 2010, 3:00 P.M., Tempe, AZ time.**

This extension is to allow the City to make changes to the specifications to the turnout clothing. These changes will be in a forthcoming addendum.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

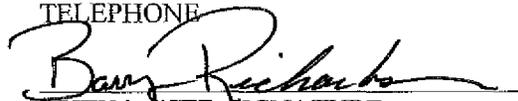
United Fire Equipment Co.
NAME OF COMPANY

335 N. 4th Ave
ADDRESS (or PO Box)

Tucson AZ 85705
CITY STATE ZIP

Barry Richardson Vice President of Sales
BY NAME (please print) TITLE

520-622-3639
TELEPHONE


AUTHORIZED SIGNATURE

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: | 10-115
and is Addendum No.: | 2
Date: | July 2, 2010
Procurement Description: | Turnout Clothing

Delete: Page 24, Scope of Work, Sizes, #2, Last Sentence, "There shall be no alpha sizing, numerical only."

Delete: Pages 26 thru 39, Specifications

Add: Specifications (Revised 7/1/10) as attached to this Addendum.

Delete: Pages 40 thru 41, Proposal Questionnaire

Add: Proposal Questionnaire (Revised 7/1/10) as attached to this Addendum.

Delete: Page 44, Pricing Section

Add: Pricing Section, Group 1 (Revised 7/1/10) as attached to this Addendum. The Pricing Section for Group 2 remains unchanged.

NOTE: All questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of the Request for Proposal.

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

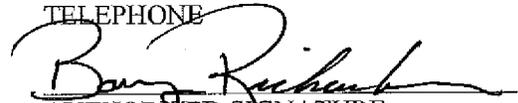
United Fire Equipment Co.
NAME OF COMPANY

335 N. 4th Ave
ADDRESS (or PO Box)

Tucson AZ 85705
CITY STATE ZIP

Barry Richardson Vice President of Sales
BY NAME (please print) TITLE

520-622-3639
TELEPHONE


AUTHORIZED SIGNATURE

Addendum to Solicitation



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/purchasing

This addendum will modify and/or clarify: Solicitation No.: | 10-115

and is Addendum No.: | 3

Date: | July 8, 2010

Procurement Description: | Turnout Clothing

Change: Proposal Due Date/Time *from* Thursday, July 22, 2010, 3:00 P.M., Tempe, AZ *time to* Thursday, July 29, 2010, 3:00 P.M., Tempe, AZ **time.**

The balance of the specifications and bid solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by returning of signed addendum with bid/proposal response. Failure to sign and return an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

United Fire Equipment Co.
NAME OF COMPANY

335 N. 4th Ave
ADDRESS (or PO Box)

Tucson AZ 85705
CITY STATE ZIP

Barry Richardson Vice President of Sales
BY NAME (please print) TITLE

520-622-3639
TELEPHONE


AUTHORIZED SIGNATURE

Specifications (Revised 7/1/10)

Listed below are the desired specifications for turnout clothing. All items shall be new and comply with NFPA 1971 Standard, latest edition. If any of the following specifications do not comply with the latest edition of NFPA 1971 Standard, the Standard shall govern. The Offeror shall note these differences in the exception column below. Exceptions listed that result from the specification not complying with the NFPA's latest Standard will not count against the Offeror during the evaluation process.

	Vendor Response		
	Yes	No	Exception
Coat and Pant General Specifications			
Outer Shell Material			
The outer shell to be either PBI Gold Plus with Matrix™ or Gemini PBI Matrix™. NO EXCEPTIONS.			
a. PBI Gold Plus with Matrix™, 40% PBI®/60% Kevlar® ripstop weave with FPPE water resistant Teflon® alloy reinforced with a matrix of 600 denier filament Kevlar® cables. Outer shell material to weigh 7.25 oz./sq. yd. (± 0.2 oz.). Color shall be natural (gold).	X		
b. Gemini PBI Matrix™. The outer shell to be constructed of 40% PBI®/60% Kevlar® blend of spun fibers and 400 denier High Strength Filament fibers in a "Matrix Technology". The outer shell material will be treated with SST™ (SUPER SHELLTITE) which is a durable water repellent finish. Outer shell material to weigh 7.25 oz./sq. yd. (± 0.2 oz.). Color shall be natural (gold).			
Moisture Barrier Material			
a. The moisture barrier to be Nomex® substrate laminated to a lightweight breathable, Teflon membrane; weighing a minimum of 5.0 oz./sq. yd.	X		
b. All edges to be finished so no raw edges are exposed.			
Thermal Liner Material			
The preferred thermal liner material is 3.5 oz./sq. yd. Glide™ (Nomex® filament/spun) face cloth quilted to one (1) layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid (85% Nomex®/15% Kevlar®) weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. The Crosstech® moisture barrier the middle. An additional layer of 3.0+ oz./sq. yd. Nomex® Chambray face cloth with a Teflon® finish will be positioned toward the outer shell. (Total weight ± 8.0 oz./sq. yd.) Alternate thermal liner materials may be submitted except for the use of Basofil® or Basofil® blends section IV, 9.1(i) which shall not be allowed.			
	X		
Composite Performance			
The garment composite consists of the outer shell, moisture barrier and thermal liner.			
a. The composite to have a Thermal Protective Performance (TPP) of not less than 40 when tested in accordance with NFPA 1971, latest edition.	X		
b. The composite to have a Total Head Loss (THL) rating of not less than 270 when tested in accordance with NFPA 1971, latest edition.			
c. The composite to have a Conductive Compressive Heat Resistance (CCHR) minimum rating of 25 seconds for the shoulder when tested under 2 pounds per square inch (psi) and 25 seconds for knee when tested at 8 psi.			

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
<p>Reflective Trim</p> <p>a. All trim to be sewn with four (4) rows lockstitch 301, minimum six (6) stitches/inch for most secure trim attachment.</p> <p>b. All trim to be 3" ventilated/perforated (Scotchlite™ II, triple trim or approved equal) of lime/yellow.</p>	X	_____	_____
<p>Hook & Loop</p> <p>Any hook & loop fastener tape to be manufactured by Velcro® USA, black in color, and flame resistant.</p>	X	_____	_____
<p>Certification</p> <p>a. All components and composites used in the construction of garments shall be third party tested, certified, and listed for compliance to NFPA 1971 Standard, latest edition.</p> <p>b. The label of the third party certification shall denote certification.</p> <p>c. To ensure that garments manufactured to this specification consistently meet established levels of quality control and are constructed to this specification, the successful manufacturer shall be registered to ISO Standard 9001.</p>	X	_____	_____
<p>Labeling and Identification</p> <p>Each garment to have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.</p> <p>a. Do Not Remove This Label</p> <p>b. THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, LATEST EDITION</p> <p>c. MADE IN THE U.S.A.</p> <p>d. Each individual garment to bear, prominently displayed, an identification that allows its original manufacturer's garment identification number, size, date of manufacture, and batch of materials to be traced for the purpose of warranty and liability information. The ink used for entering this information shall be capable of surviving normal use and washing and remain readable for the life of the garment.</p>	X	_____	_____
<p>Bar Code Label</p> <p>Each garment to have a two dimensional bar code label permanently affixed for tracking purposes. The bar code to withstand customary wash and wear cycles. The bar code shall contain a minimum of the following information:</p> <p>a. Unique serial number</p> <p>b. Item description (brand, model, material color)</p> <p>c. Lot information (date of mfg., size, etc.)</p> <p>d. Material description</p> <p>e. The Standard to which the garment is complaint</p>	X	_____	_____
<p>User Information Guide</p> <p>Each garment to include a <i>User Information Guide</i> with information required by NFPA 1971, latest edition.</p>	X	_____	_____

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
<p>Research and Development With the ever changing advancements in technologies of fabrics and designs for protective clothing, we will require assistance in research and development from the manufacturer. Those requirements are as follows:</p> <ol style="list-style-type: none"> a. There shall be a research and development conference for fire protective coats, and pants with the manufacturer per contract year. b. The manufacturer shall provide at no cost to the City, a maximum, of three (3) protective coats and pants for wear test, each contracted year. c. The wear test shall include new technology fabrics and or designs and must be approved by the Tempe Fire Department prior to construction. 	X		

CONSTRUCTION - Where specific information is provided, it is to establish a minimum level of quality, design, and/or performance.

<p>Stitching All stitches to meet all applicable requirements of NFPA 1971, latest edition.</p>	X		
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<p>Stress Points All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly to be reinforced with bar tacks.</p>	X		
---	---	--	--

<p>Metal Contact Prevention The coat and pant to be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waist band of the trousers. This shall apply to the use of all rivets, snaps, hooks, Dee rings, zippers, or any other metal used to assemble the coat or trousers.</p>	X		
---	---	--	--

**Item 1
 TURNOUT COAT**

<p>Coat Assembly The coat shell to be of 3-panel construction in all layers with an inverted pleat on each side where front and back body panel pieces meet. Each pleat to begin at the back of each shoulder and to extend vertically down the side of the coat. A combination moisture barrier/thermal liner to include a corresponding 1" inward dynamic fold approximately 1 1/2" from each sleeve seam at the shoulder. This fold to provide for coat expansion when extending arms forward and to interface with the inverted pleats of the outer shell to maximize mobility and function of the outer shell and thermal liner. The coat shell and moisture barrier/thermal liner to be oversized to assure proper chest fit and insure maximum mobility without restriction of the arms and shoulders. Bi-swing construction to provide better fit, longer wear and greater comfort. The coat length to allow both a long and short version. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure from 32" in length for the short to 35" for the long. (Female coats from 29" in length for the short to 32" for the long.) Sleeves shall be graded to size of the full length and of shoulder insert, 2-panel type design.</p>	X		
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Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
Moisture Barrier and Thermal Liner Assembly	<u>X</u>	_____	_____
a. Design to be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion.			
b. The left and right fronts of the moisture barrier/thermal liner to be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner to be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner to have a minimum 2" wide, 2-ply Crosstech®/Nomex® pajama check extension sewn the full length of the neck. FR loop, ¾" wide, to be sewn on extension to tuck into pleat in outer shell collar. The liner to have an internal pocket measuring approximately 8 ½" x 8 ½" made of 6 oz. minimum Nomex® The liner pocket to be located on the left side of the coat liner.			
Collar Strap	<u>X</u>	_____	_____
a. The collar to be 3" tall and of a 4-layer configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar to be fully lined with (1) layer of PTFE moisture barrier material and two (2) layers of thermal liner.			
b. The collar to provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat. The outer-most layer of the collar to be outer shell material. The inner-most layer facing the wearer's body to be outer shell fabric.			
c. The collar to be contoured and to completely cover the neck and throat area when in the raised position. The raised height to be approximately 3" tall with a contoured overlap at the front of the coat. Collar closure to be provided by FR hook and loop 2" x 4", with hook portion sewn on the right side of collar, and loop portion sewn on left, set horizontal.			
d. Collar to be of such design so as not to interfere with the SCBA face mask, or helmet. When examined prior to donning, the turned-up collar to completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection. The three piece contoured 4-layer collar to be sewn with a pleat on the innermost layer. Pleat to have ¾" FR hook sewn on the underside to engage the moisture barrier extension on the liner.			
Throat Strap	<u>X</u>	_____	_____
a. Throat strap to be of 4-layer configuration providing continuous thermal and moisture protection around the neck and face. The throat strap to be mounted to the outer shell collar to ensure that when the coat is closed and the collar is raised, the throat strap to prevent any opening between the left and right collar. To inside of the throat strap to be fully lined with PTFE moisture barrier material and two (2) layers thermal liner quilted to the innermost outer shell fabric layer for additional comfort. The outer most layer of the throat strap to be outer shell material. The innermost layer facing the wearer's body to be outer shell fabric.			

Specifications (Revised 7/1/10)

- b. The throat strap to be not less than 8" long and 2" wide, shaped to be compatible with the SCBA face mask. The throat strap to be secured in the stowed position with 2" x 2" of loop on the left outside of the collar and 2" x 2" of hook on inside of throat strap. The throat strap to attach to the right side of the collar with 2" x at least 2 3/4" of loop.

Vendor Response		
Yes	No	Exception

Collar Hanger Loop

An external hanger loop constructed of a double layer of outer shell material to be provided on the outside of the coat at the collar seam. Loop to be attached to outer shell using bartacks. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop loaded evenly with a minimum weight of 80 lbs. and allowed to hang for one minute.

X	_____	_____
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Back Yokes

- a. An additional layer of thermal liner reinforcement material to be sewn directly onto the underside of the outer shell for additional thermal protection. The thermal liner material to be sewn to the upper back portion of the outer shell across the upper back from the collar seam to 11" down and across the back ending at each armhole and including each pleat. The thermal liner material used to be as referenced under thermal liners reinforcement. The facecloth shall face the wearer.
- b. An additional layer of 2.7 oz/sq. yd E-89® spun laced Aramid material of 85% Nomex®/15% Kevlar®, or acceptable alternate, to be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down and across the back ending at the armhole.

X	_____	_____
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Shoulder Caps and Reinforcement Padding

- a. A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.
- b. For additional thermal protection and cushioning, 1-layer of 1/8" thick, fire retardant closed-cell foam or acceptable alternate to be oriented between the outer shell and the shoulder cap reinforcement

X	_____	_____
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Sleeves

- a. Bellows underarm construction to be used in all layers of the coat outer shell/moisture barrier/thermal liner - ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. The construction to extend to all inner layers of the coat to increase the fit and freedom of movement.

X	_____	_____
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Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception

- b. The outer shell/moisture barrier/thermal liner bellows shoulder construction to consist of an underarm and shoulder bellows of elongated football shape not less than 8" wide by not less than 15" long sewn into each of the coat's fabric layers. The bellows in each layer to begin at a point corresponding to the front of the armpit, wrap around under the arm and shoulder joint, and terminate at the rear top of the shoulder.

Cuffs and Wristlet

- a. Shell cuffs to be reinforced on the inside and outside with two (2) layers of PBI® outer shell material at least 2" in width around the full circumference of the opening. Cuff reinforcements to be sewn to the shell with no less than two rows of stitching. There shall be a sleeve well to prevent water and debris from entering the sleeve when arms are in a raised position. The thermal liner/moisture barrier to extend to within 1" of the sleeve end. There shall be no break in thermal protection between the Thermal Liner assemble and the thumbhole wristlet. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.
- b. An internal thumbhole wristlet to consist of a 2-ply knit of PBI®/Spandex or 48% Nomex®/48% Kevlar® and 4% Spandex for superior recovery. Wristlet treated with Teflon® water resistant alloy is preferred. Wristlets to extend not less than 8" completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets to be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection. Thumb tabs sewn to standard wristlets are not considered a thumbhole wristlet.

X		
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Hem

The bottom of the outer shell to be hemmed by folding it upward and installing trim placement then lock stitching the trim to the outer shell at the hem.

X		
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Front Closures

There shall be continuous thermal and moisture protection around the entire torso including the coat front area beneath the storm flap. Both right and left inside front facings of the coat outer shall to incorporate outer shell fabric and PTFE moisture barrier, extending from collar to hem.

- a. The complete out shell coat front closure design to consist of a front closure system completely protected by an outside storm flap.
- b. The front closure to consist of 4 snap hooks set at the right side of the coat front, underneath the storm flap, with 3 leather reinforced rivets. Opposite of each snap hook, a corresponding Dee-ring shall be set with 2 leather reinforced rivets to the underside of the left front leading edge.
- c. The storm flap to be set on the outside of the wearers left side of the coat opening. The flap to open from right to left.

X		
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Specifications (Revised 7/1/10)

Vendor Response
Yes No Exception

- d. Storm flap to measure a storm flap measuring not less than 5" wide, nor less than 22" in length and be composed of two layers of outer shell material with a single layer of Arafil™ material sandwiched in between. The orientation of the Arafil™ will be with the coated side outward facing.
- e. The storm flap closure to consist of 2" wide loop on the inner side of the storm flap and 2" hook attachments on the right coat front. The hook and loop closure to extend the full length of the outer storm flap, eliminating all exposed hardware in order to prevent interference while opening fire hydrants.

Pockets, Flaps, and Closures

The coat to have two (2) outside half bellows pockets sewn to the bottom of the coat outer shell, on each side of the front closure so that the pocket is accessible while wearing the SCBA. The Tempe Fire Department utilizes the MSA Firehawk 4545 SCBA.

- a. The Pockets to measure 10" wide and 8" high. The pockets to expand by means of side and bottom gussets that measure 0" inches in front and 1 ½" in back.
- b. The pockets to be constructed using outer shell material and trim to be located over the face of the pockets to align up directly with the coat's bottom trim line.
- c. The entire inside of the pocket to be lined with Kevlar® twill material. Bar tacks to be used to keep the inner liner from pulling out. Drainage of moisture to be provided by rustproof eyelets. Eyelets to be located at the bottom corners of the outer shell pockets. Eyelets to drain the entire pocket, shell, and interior liner.
- d. Pocket flaps to be a full 1" wider (½" inch per side) than the width of the pocket, and overlap the fully opened pocket by 2" minimum. The flaps to be reinforced at each top corner with a bar tacked. Pocket flaps to be fastened with two (2) hook/loop fastener strips, 3" each in length by 2" wide. Loop strips to be sewn to the pocket, hook strips shall be sewn to the pocket flaps no more than ¼" from the side and lower edges. (Velcro® hook and loop shall be applied so that proper alignment occurs when pockets are empty or full.)

Special Purpose Pockets

There shall be a radio/flashlight pocket located on each breast (left & right), parallel with the storm flap, 4" below the edge of the shoulder cap. These Pockets to measure 9" high x 4" wide and 2" deep. Pockets to be made using the outer shell material. The Pockets to be reinforced with a bar tacked. Drainage of moisture to be provided by rustproof eyelets.

- a. Pocket flap to be a ½" wider on each side than the width of the pocket and have a total height equal to the thickness of the pocket's bottom gusset, plus 3". They shall be reinforced at each top corner by means of bar tacking. The pocket flap shall close the pocket top with a 3" x 2" hook and 3" x 2" loop system, mounted so the loop is on the pocket flap and hook is on the underside of the flap.
- b. An American flag to be sewn to the wearers left pocket flap on the left pocket.

X _____

X _____

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
<p>Elbow Reinforcement</p> <p>a. The sleeve to have an elbow pad throughout all layers which shall provide a natural bend in the sleeve. This pad to be set on the back of each sleeve and shall be oval shape, measuring 50% in width of the sleeve and a minimum of six inches (6") at the highest point. The outer shell reinforcement to consist of black PBI.</p> <p>b. In addition to reinforcement, elbows to be padded using 1/8" thick, fire retardant closed-cell foam or acceptable alternate. The reinforcement material to be oriented between the outer shell and elbow reinforcement.</p>	<u>X</u>		
<p>Mic Tabs</p> <p>There is to be one 1/2" x 3" self-fabric mic tab with hard leather inside with bartacks on each end. Mic tabs to be located on the left chest above radio pocket. There is to be a 1" x 5 1/2" self fabric strap folded over 2" and then end folded up 1 1/4" with 1" dee hanging from loop, bartacked to shell. To be located on the stormflap, 6" above the chest trim.</p>	<u>X</u>		
<p>Special Purpose Ring</p> <p>The special purpose ring to be constructed of double layer outer shell material, 1" wide x 4" in length, folded in half to form a loop, and shall be affixed directly below the wearer's right breast pocket by means of two bar tacks at the top. The loop to face vertically downward, and hold one (1) nickel plated 1" circular metal ring.</p>	<u>X</u>		
<p>Glove Holder</p> <p>The Glove Holder to be constructed of double layer outer shell material, 2" wide x 13" inches in length. Each end to have Velcro attachments 2" x 3 1/2" inches to form a loop, and shall be affixed directly below the wearers left breast pocket by means of four bar tacks and a box X stitch. The loop to face horizontal, and be able to hold one pair of NFPA 1971, latest edition fire fighter gloves.</p>	<u>X</u>		
<p>Reflective Trim</p> <p>a. There shall be two circumferential, horizontal bands of reflective trim sewn to the coat. One band to be sewn completely around at the extreme bottom of the outer shell. The second one to be sewn completely around the chest and back slightly below the arm pit of the outer shell. NOTE: THIS MAY REQUIRE SEWING TRIM TO THE FRONT FACE OF THE POCKETS PRIOR TO ASSEMBLY.</p> <p>b. There shall be two vertical strips of reflective trim between the two horizontal bands of trim, on the back of the coat. Each strip to be sewn at the extreme left and right side of the back, forming a box. Each vertical strip to be visible while wearing an SCBA. The ends of each vertical strip to be sewn under the horizontal bands.</p> <p>c. There shall be one circumferential strip of trim around each sleeve located between elbow patch and cuff.</p>	<u>X</u>		

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
<p>Drag Rescue Device (DRD)</p> <p>a. Each coat assembly to have a DRD installed made of Kevlar webbing and fits between the coat outer shell and inner liner system.</p> <p>b. There shall be an opening located on the yoke area of the coat to allow the system to pass through the outer shell. Hook and loop will be used to store the system from the installation point through the opening in the outer shell and hold the system in place when not in use. A flap of outer shell material to be used to cover the opening where the system exits the outer shell and a 3" reflective trim shall be sewn on the outside of the flap.</p>	X		
<p>Name Panel Attachment</p> <p>Name Panels are material nameplates that attach at the bottom back of the coat. The purpose is to identify the firefighters' name while operating on the fire ground. The panel may be ordered inclusive or separate from the coats. Removable name panels shall be interchangeable on all coats. Each Coat shall have an attachment for a removable name panel located in the rear at the bottom hem of the coat. Attachment shall be 2" Velcro® USA (hooks on panel, loops on coat) with two (2) snaps. The panel style will be determined by the post-award conference after evaluation and testing.</p> <p>a. The attachment to be exactly the same for all sizes, on all coats.</p> <p>b. The stitched or removable attachments to be securely fastened to prevent accidental detachment. Weak, loose, or problems with attachments to be covered by the coat warranty. If the department determines to use a removable attachment, it shall be easily attached and removed, or replaced by the end user.</p>	X		
<p>Size</p> <p>Name panels to have a minimum of 4" visible when attached to coat and measure 17" long.</p>	X		
<p>Material</p> <p>The material shall be PBI Matrix.</p>	X		
<p>Lettering</p> <p>The lettering shall be 3" lime yellow reflective Scotchlite™. The letters shall be sewn on. Shorter letters to be allowed to fit longer names. The lettering shall include the names as provided by the Tempe Fire Department at the time of order. There shall be no minimum order.</p>	X		
Item 2			
TURNOUT PANTS			
<p>Pant Assembly</p> <p>The pant shall have a traditional design with a short rise.</p>	X		
<p>Moisture Barrier and Thermal Liner Assembly</p> <p>a. Design to be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The moisture barrier/thermal liner to finish no more than 3" from the cuffs.</p> <p>b. The moisture barrier/thermal liner to be able to be completely detachable from the outer shell for the ease of cleaning.</p>	X		

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
Fly Flap	<u>X</u>		
a. The outer shell to have an overlapping fly front running the full length of the fly on the left side. The flap to not be less than 5" wide at the waistband, cut diagonally to the bottom of the fly, where it shall be bar tacked. The Storm fly to be held closed along its full length by means of a hook & pile fastener closure of 2" minimum width along the leading edge; for a distance of not less than 9" from the bottom of the fly closure to the waist area, for proper alignment and secure closure.			
b. Fly flap to be fastened with a hook and Dee assembly centered on double thickness outer shell waistband. Hook to be turned inside and affixed to the trousers on the right side. Dee to be affixed to the outside of the fly flap. Rivets for fastening both hook and dee to be backed by one piece of leather reinforcing material. Zipper closures may be approved after evaluation.			
c. Thermal Fly Assembly to include a moisture barrier/thermal liner and be constructed with an extension on the left side at the waist of all layers of the fly opening to assure continuous thermal and moisture protection. This overlap is to be positioned between the layers of the outside storm fly.			
Waist Band	<u>X</u>		
The waist of the pants to be reinforced on the inside with two (2) layers of an outer shell fabric material not less than 1 1/2" in width. The waist to be turned under to provide double material strength with the independent waistband shall be double stitched to the outer shell.			
a. Eight (8) suspender buttons to be appropriately spaced around the waistband to accommodate the use of suspenders. Vendors may include options for suspender or rescue style belt fasteners.			
b. The waist of the moisture barrier/thermal liner to be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant.			
c. At least three belt loops of two-layers of shell fabric, shall be provided.			
Bellows Pockets, Flaps, and Closures	<u>X</u>		
a. There shall be two (2) bellows pockets, one (1) each leg, centered on the lateral aspects of the thighs. The uppermost part of the pocket to be 8" from the top of the waistband on the standard size and proportioned as appropriate for sizes other than the standard. The pockets to measure at least 8" wide with a front height of 8" and a rear height of 10". Pockets to have inverted gussets of at least 1 1/2" in the front, rear and bottom.			
b. The entire inside of the outer shell pocket to have an inner liner of Kevlar® twill. Bar tacks to be used to keep the inner liner from pulling out.			

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
<p>c. The flap to be 4" long and to fit the contour of the pocket. Pocket flaps to be a full ½" wider, on both sides, than the pocket. The pocket and pocket flap to have a Velcro® hook and pile closure system. There shall be two sections, each 2" by 2". Pile fastener material to be sewn to the pocket and equivalent size hook fasteners shall be sewn to the under side of the flap no more than ¼" from sides and lower edges. All points of stress to be bar tacked. Drainage of moisture to be provided by rustproof eyelets. Eyelets to be located at bottom corners of pockets. Eyelets to drain the entire pocket, shell, and interior liner.</p>	X		
<p>Belt 2" wide Kevlar® belt with 2" self-locking thermoplastic buckle with quick-release mechanism. Belt shall be completely removable from pant.</p>	X		
<p>Knee Pads</p> <p>a. The knee to incorporate a comfort/mobility design in all layers. This design to allow for a natural bending motion of the knee. The knee to be reinforced with black split cowhide leather measuring at least 8" across the bottom and top, not less than 12" from top to bottom. The bottom of the mobile knee to be placed not less than 10" from the cuff to fall anatomically correct.</p> <p>b. Between the leather knee reinforcement and the outer shell, a layer of 1/8" thick, fire retardant closed-cell foam to be positioned for added thermal protection, or acceptable alternate material. The pads to be sewn to the outer shell by two rows of lock type stitch.</p> <p>c. For additional thermal protection, an additional layer of 1/8" thick, fire retardant closed-cell foam or acceptable alternate material to be positioned between the moisture barrier and thermal liner.</p>	X		
<p>Cuffs</p> <p>a. For additional strength, abrasive resistance and thermal protection, there shall be black split cowhide leather cuffs. The reinforcement to extend around the cuff on both the inside and outside and to be sewn to the outer shell with two (2) rows of stitching.</p> <p>b. Fasteners to be set into tabs attached to the outer shell on right and left opposing sides and centered in the back and front above the cuff, properly aligned for the purpose of affixing trouser liners.</p> <p>c. The cuff to have a means to take up slack in the interface area between the cuff and the boot, to prevent heat from coming up the pant leg.</p> <p>d. The cuff to incorporate a means to prevent liquid from wicking up the leg above the boot and contacting the skin.</p>	X		
<p>Reflective Trim Placement Trouser trim to be 3" lime/yellow reflective trim.</p> <p>a. The trouser trim to be sewn with two rows, on each side, of lock stitching to prevent tearing and unraveling.</p> <p>b. One (1) strip will be set full circumference around the bottom portion of the leg 1" to 2" below the bottom of the knee pad.</p>	X		

Specifications (Revised 7/1/10)

		Vendor Response		
		Yes	No	Exception
Item 3				
Suspenders				
a.	Lion EZ H-Back Quick Adjust, Stretch Suspenders, Red, 44" regular length with leather tabs or approved equal.	<u>X</u>	_____	_____
b.	Lion EZ H-Back Quick Adjust, Stretch Suspenders, Red, 50" long length with leather tabs or approved equal.			
 Item 4				
Hood				
	Fire Dex H37 Double Layer, Separate Top & Bib or approved equal	<u>X</u>	_____	_____
a.	40% PBI Black – 60% Aramid Outer Liner			
b.	20% PBI – 80% Lenzing Inner Liner			
c.	Sewn with Nomex thread			
 Item 5				
Gloves				
	Blaze Fighter by The Glove Corporation or approved equal	<u>X</u>	_____	_____
a.	Sewn with 100% Kevlar 70 thread			
b.	Vapor barrier is breathable			
c.	Liner is an FR modacrylic liner			
d.	Cuff is yellow Kevlar with spandex intersewn to ensure a snug fit.			
 Item 6				
Helmet, Traditional Style				
•	Available in colors: Red, White, Yellow	<u>X</u>	_____	_____
•	NFPA Standard 1971, most recent edition, compliant			
•	To be equipped with a faceshield or goggle			
 Item 7				
Helmet, Modern Style				
•	Available in colors: Red, White, Yellow	<u>X</u>	_____	_____
•	NFPA Standard 1971, most recent edition, compliant			
•	To be equipped with a faceshield or goggle			

Pricing Section (Revised 7/1/10)

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Group 1 - Supply of Turnout Clothing					
1.	Turnout Coat <u>Lion - LIOCSTM</u> Manufacturer and Model No.	30	Each	\$ <u>1,050.00</u>	\$ <u>31,500.00</u>
2.	Turnout Pants <u>Lion - LIOPSDM</u> Manufacturer and Model No.	30	Each	\$ <u>610.00</u>	\$ <u>18,300.00</u>
3.	Suspenders <u>Lion - LIOSR344L, LIOSR350L</u> Manufacturer and Model No.	30	Each	\$ <u>29.12</u>	\$ <u>873.60</u>
4.	Hood <u>Fire Dex - FIRH37PPNBPX</u> Manufacturer and Model No.	30	Each	\$ <u>52.20</u>	\$ <u>1,566.00</u>
5.	Gloves <u>Glove Corp. - GLVBLAZE-G</u> Manufacturer and Model No.	30	Each	\$ <u>70.21</u>	\$ <u>2,106.30</u>
6.	Helmet, Traditional <u>Cairns - CAICTRDB1C211221A</u> Manufacturer and Model No. *without goggles	30	Each	\$ <u>185.51</u>	\$ <u>5,565.30</u>
7.	Helmet, Modern <u>Cairns - CAICMODD5D212314</u> Manufacturer and Model No. *without goggles	30	Each	\$ <u>203.20</u>	\$ <u>6,096.00</u>
Group 1 Total:				\$ <u>66,007.20</u>	



UNITED FIRE EQUIPMENT COMPANY

Life Safety Is Serious Work®

Due to United Fire providing 2 options for helmets an additional pricing page is included.

6b. Helmet, Traditional <u>Cairns- CAICTRD75511221A</u> Manufacturer and Model No. *with goggles	30 Each	\$ <u>181.71</u>	\$ <u>5,451.30</u>
7b. Helmet, Modern <u>Cairns- CAI660CXS</u> Manufacturer and Model No. *with goggles	30 Each	\$ <u>186.66</u>	\$ <u>5,599.80</u>
		Group 1 Total:	\$ <u>65,397.00</u>
6c. Helmet, Traditional <u>Paul Conway- LIOLFH2120S</u> Manufacturer and Model No. *with goggles	30 Each	\$ <u>193.00</u>	\$ <u>5,790.00</u>
7c. Helmet, Modern <u>Paul Conway- LIOLFH3910S</u> Manufacturer and Model No. *with goggles	30 Each	\$ <u>154.18</u>	\$ <u>4,625.40</u>
		Group 1 Total:	\$ <u>64,761.30</u>
6d. Helmet, Traditional <u>Paul Conway- LIOLFH2120E</u> Manufacturer and Model No. *without goggles	30 Each	\$ <u>184.13</u>	\$ <u>5,523.90</u>
7d. Helmet, Modern <u>Paul Conway- LIOLFH3910M</u> Manufacturer and Model No. *without goggles	30 Each	\$ <u>145.31</u>	\$ <u>4,359.30</u>
		Group 1 Total:	\$ <u>64,229.10</u>

Pricing Section

Group 2 – Cleaning, Inspection and Repair

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Cleaning and Repair of Fire Personal Protective Equipment** to the City of Tempe at the price(s) stated below.

ITEM NO.	MAINTENANCE NAME	DESCRIPTION	QTY	PRICE
1.	Clean	Soaking, scrubbing, washing, rinsing and drying of coat or pant – (one shell and liner)	1	\$ 20.00
2.	Inspection	All inspection procedures as defined in NFPA 1851, section 6.3 for Advanced Inspection	1	\$ 0.00
3.	Liner Inspection	Complete liner inspection as defined by NFPA 1851, section 6.4	1	\$ 0.00
4.	Hood	Inspect, clean and dry nomex hood. Tag if unserviceable	1	\$ 10.00
5.	Gloves	Inspect, clean and dry fire gloves (pair). Tag if unserviceable	1 pr	\$ 12.00
6.	Brush Pants	Inspect, clean, dry and repair brush pants. Tag if unserviceable	1	\$ 23.00
7.	Boots	Inspect, clean and dry leather structure boots (pair). Tag if unserviceable	1 pr	\$ 20.00
8.	Barcode	Replacement of barcode	1	\$ 10.00
9.	Zipper	Replacement of zipper that zips coat liner into coat shell approximately 2 feet in length	1	\$ 25.00
10.	Hook	Replacement of metal hook closure on coats and pants	1	\$ 8.00
11.	Dee	Replacement of metal dee closure on coats and pants	1	\$ 3.50
12.	Snap	Replacement of snaps on pants and coats either for attaching liners or to shells	1	\$ 3.50
13.	Suspender Button	Replacement of suspender buttons on pants	1	\$ 3.50
14.	Hanger Loop	Replacement of hanger loop in back of coat shell approximately 4 inches, same material as outer shell (Example #14)	1	\$ 5.00
15.	Drag Rescue Strap	Replacement of drag rescue strap	1	\$ 78.00
16.	Leather Cuff	Replacement of leather cuff at bottom leg approximately 3 inches in width doubled over pant hem; length 20-24 inches	1	\$ 15.00

Pricing Section

ITEM NO.	MAINTENANCE NAME	DESCRIPTION	QTY	PRICE
17.	Wristlet	Replacement of wristlet according to manufacturer's original design	1	\$ 18.00
18.	Lengthen Leg Hem	Lengthen leg hem shell and liner if necessary – per inch	1 in	\$ 25.00
19.	Mic Tab	Replace microphone tab on outer shell of coat, approx 3 inch in length and ¾ inch wide, same material as outer shell	1	\$ 6.00
20.	Radio Pocket	Replace radio pocket, approx size 9 x 4 x 2 ½ inches, same material as outer shell. Radio pockets may vary in sizes and should be replaced with same size as being removed. (Example #20)	1	\$ 25.00
21.	Flap Radio Pocket	Replace radio pocket flap, approx 4 x 4 inches, same material as outer shell. (Example #21)	1	\$ 9.00
22.	Pocket	Replacement of pocket, approx 9 x 8 x 2 ½ inches, same material as outer shell. Pockets may vary in sizes and should be replaced with same size as being removed. (Example #22)	1	\$ 32.00
23.	Pocket Flap	Replacement of pocket flap (Example #23)	1	\$ 18.00
24.	Trim	Replacement of reflective trim by inch	1 in	\$ 2.00
25.	Velcro	Replacement of Velcro by inch	1 in	\$ 4.00
26.	Name Panel	Add or replace name panel, constructed of 2 layers of outer shell material (black) with snaps. One-inch (1") reflective lettering is used for name (Example #26)	1	\$ 35.00
27.	Knee Pad	Replace leather knee pad 8 ½ x 10 inches (Example #27)	1	\$ 15.00
28.	Patch Small	Maximum 32 cm sq (5 in sq) patch of same material as outer shell	1	\$ 12.00
29.	Stitch	Stitching open seams, loose Velcro or loose pocket. Price per area of element	1	\$ 9.00
30.	Strap	Replace take-up straps (Example #30)	1	\$ 8.00
31.	Flag	Add or replace flag patch (Example #31)	1	\$ 8.00
Group 2 Total:				\$ 462.50

Pricing Section

* Applicable Tax 9.3 %

* **State correct jurisdiction to receive sales tax on the Vendor's Offer, form 201-B (RFP) included in this Request for Proposal document.**

Less prompt payments discount terms of 0 % 0 days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For bid evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the Purchase Order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

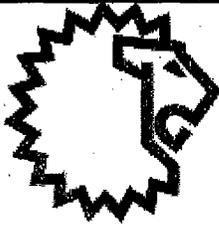
Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:

Cecilia Miller	Letters A-C
Ramona Zapien	Letters D-O
Candace Duke	Letters P-Z



United Fire
 125 W. Gemini Dr., Suite E7

Tempe, AZ 85283
 PHONE: 480-491-5780
 FAX: 480-491-5907

Repair Detail
 (This is Not an Invoice)

Date: **14-Jul-2010**
 Page: **1 of 1**

Bill To: TEM Tempe Fire Department
 PO Box 5002

Tempe
 AZ 85281

Product	Repair Type and Description	Date	Qty	Price	Total	
Station:	FF info DECKER 147					
0002960111	PANT PPA026 PATCH HOLE PATCH HOLE IN LEFT LEG SEAM	7/14/2010	1	15.00	0.00 15.00	
0002960111	PANT PPA040 PATCH HOLE PATCH HOLE RIGHT POCKET	7/14/2010	1	18.00	0.00 18.00	
0002960111	PANT PPA041 PATCH HOLE PATCH HOLE LEFT POCKET	7/14/2010	1	18.00	0.00 18.00	
0002960111	PANT PPA049 PATCH HOLE BARTACK SMALL HOLE	7/14/2010	1	6.00	0.00 6.00	
0002960111	PANT PIS001 INSPECT INSPECT TURNOUT PANT	7/14/2010	1	0.00	0.00 0.00	
0002960111	PANT PCL008 CLEAN SHELL AND LINER CLEAN	7/14/2010	1	20.00	0.00 20.00	
0002977271	COAT CPA01 PATCH HOLE PATCH HOLE IN RIGHT CUFF (OS	7/14/2010	1	12.00	0.00 12.00	
0002977271	COAT CRS004 RESTITCH POCKET	7/14/2010	1	9.00	0.00 9.00	
0002977271	COAT CRS002 RESTITCH VELCRO	7/14/2010	1	9.00	0.00 9.00	
0002977271	COAT CRS001 RESTITCH TRIM	7/14/2010	1	9.00	0.00 9.00	
0002977271	COAT CPA04 PATCH HOLE BARTACK SMALL HOLE	7/14/2010	1	6.00	0.00 6.00	
0002977271	COAT CIS001 INSPECT TURNOUT COAT	7/14/2010	1	0.00	0.00 0.00	
0002977271	COAT CCL01 CLEAN SHELL AND LINER CLEAN	7/14/2010	1	20.00	0.00 20.00	
Sub-Total				142.00	0.00	142.00

Invoice Totals

Net Amount	142.00
	0.00
Freight	0.00
Gross Amount	142.00

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 10-115

RFP ISSUE DATE: 06/03/2010

Commodity Code(s): 091-03, 067-06

PROCUREMENT DESCRIPTION: Fire Turnout Clothing Supply, Cleaning, Inspection & Repair

PROPOSAL DUE Thursday, July 1, 2010, 3:00 P.M. Local Time

DATE/TIME:

Late Proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO THE CITY PROCUREMENT OFFICE

Mailing Address: P.O. Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Monday, June 21, 2010, 5:00 P.M., Local Time

Sealed Proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late Proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed Proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Lisa Goodman, CPPB E-mail: Lisa_goodman@tempe.gov Phone No: 480-350-8533

Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/purchasing and at the Procurement Office reception counter.

Submit one (1) original signed and completed Proposal response for evaluation purposes. For this specific RFP, three (3) additional Proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete Proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene

Michael Greene, C.P.M.

Central Services Administrator

INSTRUCTIONS TO OFFERORS

Failure to follow these instructions shall result in rejection of a Proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form No. 201-B(RFP).
- B. All Proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.
- C. Completed and signed Proposal forms for Offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such Proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a Proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the Proposal. The City shall not reimburse any costs for a Proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete Proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before Proposal opening. Those received within ten (10) days of Proposal opening shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating Proposal and solicitation requirements.

4. **Proposal Conference:** If a Proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified Proposal opening date and time, an Offeror may withdraw its Proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the Vendor's Proposal Offer or by separate envelope prior to Proposal opening date and time. Failure to sign and return an addendum prior to Proposal opening time and date shall result in the Proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a Proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any Proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all Proposals.
8. **Payment:** For a single requirement purchase, the City will make an effort to emit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all Proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A Proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the Vendor's Proposal Offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in Proposal pricing. The City is exempt from payment of federal excise tax. For Proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept a City procurement card payments. The inability to accept payment by City procurement card will not disqualify a Proposal.
14. **Proposal Results:** Offerors may attend the scheduled Proposal opening at which the name of each Offeror will be publicly read. All other information contained in the Proposals shall be kept confidential until the Contract is awarded. After award of the Contract, an appointment may be made with the City Procurement Officer to review Proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the Proposal opening shall be filed prior to the Proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with Proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the Proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with Vendor's Proposal Offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.
 - G. "Public Record" means Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other Proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposal. The name of each Offeror and the identity of the Request for Proposal for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the Proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical Proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical Proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose Proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit Proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final Proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of Proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from Proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a Proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and 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 Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify the Contractor of such non-allocation affecting the obligations of the Contractor and/or the City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", Form 201-B (RFP), the Offeror certifies:
 - A. The submission of the Vendor's Proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. The City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror agrees and covenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted Proposal and any resulting Contract. In addition, the Offeror may be barred from future Proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. The City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a Purchase Order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. 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, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the Vendor's Proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous Contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract Modification Notice issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, Proposals, negotiations, Purchase Orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor Proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by the Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual Contracts or Purchase Orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.
- B. Force majeure shall not include the following occurrences:
- i) 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.
 - ii) Late performance by a subcontractor.
- C. 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 of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

23. **Licenses and Permits:** 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, at its sole expense.

24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.
29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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.
32. **Public Record:** After award of Contract, Proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its Proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its Proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the Proposal shall be construed, expressly or by implication, as a 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 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, shall not release the Contractor from any responsibilities or obligations imposed by the 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.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **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.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to the City's satisfaction within a reasonable period of time, The City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a Purchase Order to the appropriate Contractor. Each Purchase Order must cite the correct Contract number. Such Purchase Order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) 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. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in Vendor's Proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the Vendor's Proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the Proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.
7. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed
 - B. In the case of system Proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.
8. **Price Adjustment:**
 - A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

- B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
- C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
9. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.
10. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.
11. **Change Order:** The City Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's Proposal and price response.
12. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict Proposal Offers by other Offerors but are intended to establish the quality, design or performance, desired by the City. Any Offer, which proposes like quality, design or performance, will be considered.
13. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production, shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
14. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued;
 - B. Documentation from the manufacturer that names the replacement product or model;
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and

E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

15. **Local Inventory Stocking:** In order provide the necessary delivery support required for the items specified, Offeror must have a local inventory warehouse facility. Each warehouse facility must be staffed by trained personnel and have sufficient inventory in order to provide quality service on a timely basis. The City Procurement Office may inspect the warehouse facility to determine adequacy.

16. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Request for Proposal which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

17. **Insurance:**

A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, 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 officer policy form CG2010 11/85 edition or any replacement thereof.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of 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 services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.
- D. Coverage Term. 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 by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver. The policies, including 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 work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- I. 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 the 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. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above 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.
18. Payments - After Acceptance of Delivery: Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Scope of Work

The City of Tempe (City) is issuing this Request For Proposal (RFP) to establish a two (2)-year Contract with renewal options for the supply, cleaning, inspection and repair of turnout clothing for the Tempe Fire Department. The City reserves the right to award to one or multiple vendors by individual line item, by group of items, or as a total, whichever is most advantageous to the City.

Post-Award Conference

Prior to purchase, there shall be a post-award conference with the successful Offeror and representatives of the Tempe Fire Department.

Background

The Tempe Fire Department currently issues turnout clothing to 150 firefighters and 10 senior staff. It is anticipated that, on average, approximately 2-5 new firefighters will be issued turnout clothing each calendar year due to attrition. Forty-five (45) receive two (2) complete sets of turnouts, and the remaining members are provided one (1) complete set of turnouts by the City. Some members require custom sizing of coats and pants, and additional sets of custom orders may be purchased to speed replacement time.

It is estimated that through normal wear and damage, the Tempe Fire Department will have an on-going requirement to purchase up to thirty (30) complete sets of turnouts each fiscal year.

Vendors responding to this RFP shall meet the desired specifications provided in this RFP, provide samples for examination and evaluation.

The awarded Contract shall be for coat, pants and name panels from a single manufacturer only.

The Tempe Fire Department would like to evaluate both "traditional and ergonomic" cuts of firefighting garments meeting the minimum specifications. If the manufacturer offers both of these styles, you are encouraged to submit Proposals for both.

The successful Offeror shall provide at no cost to the Tempe Fire Department, a videotape and DVD containing manufacturer and NFPA recommendations on sizing, cleaning, maintenance, inspection, use, record keeping and retirement of structural protective clothing. The Fire Department will assist in the production of this video, which will feature Tempe Fire Department personnel.

Location

Offeror shall have a facility for the supply, cleaning and repair of turnout clothing in the Phoenix metropolitan area. Offeror shall indicate in their proposal if they offer pick-up and delivery service.

The City reserves the right to inspect the Offeror's facilities prior to final award of the contract.

Specifications

GROUP 1 – TURNOUT CLOTHING

The garments shall be manufactured in the United States. Items shall be complete with all equipment and accessories necessary for safe and efficient use and shall be delivered as complete units. If any of the proposed items differ from the specifications, such variations must be listed in writing and included as part of the Proposal.

Requirements

Turnout clothing must meet the NFPA Standard #1971, 2007 Edition.

The manufacturer shall be International Organization for Standardization (ISO) 9001 compliant.

Sizes

1. Finished coats shall be available in even chest sizes from size 34 through infinity. Standard coat length shall be 35" in length for the long and 32" for the short. Sleeve length shall be proportional to chest measurement and shall be available in any requested length. The coats shall be fitted so that access to pockets will not be compromised when self contained breathing apparatus is in place.
2. Finished pants shall be available in even waist size measurements from 28" through infinity. Inseam measurements shall be available in two (2) inch increments from 26" through infinity. There shall be no alpha sizing, numerical only.
3. The Offeror shall provide female size patterns and custom fitted pants at the contracted price, as required.

Delivery

The Tempe Fire Department has an on-going requirement for turnouts. The successful Offeror shall maintain a reasonably stocked warehouse locally (in the Phoenix metropolitan area) for prompt availability. A reasonable stock is defined as a minimum of two of each of the following sizes: Pants: 34XL, 36R, 36L, 36XL, 38R, 38L, 38XL, 40R, 40L, 42R, 44L; Coats: 36R, 38R, 40R and 35", 42R and 35", 44R and 35", 46R and 35", 48R and 35", 50R and 35", and 54R and 35".

If the garment is not in stock, delivery to be made within three (3) working days (excluding custom orders) to the Tempe Fire Department Warehouse facility.

Samples

All Offerors responding to this RFP shall submit required samples of each style and item offered for review, examination, and evaluation, on or before the Proposal due date to the Tempe Fire Department Warehouse located at 3031 S. Hardy Drive in Tempe, M-F between 8:00 AM and 3:00 PM. Offerors must have their Proposal questionnaire (Question # 18) signed and dated by an authorized member of the Tempe Fire Department verifying receipt and delivery of the samples. Samples not received prior to the RFP closing date and time will not be accepted and your response will be deemed non-responsive. All Offerors shall submit samples for each style garment proposed for evaluation to include the following:

- 1 Fire protective Coat with removable name panel
- 1 Fire protective Pant
- 1 Belt
- 1 Suspenders
- 1 Hood
- 1 pair Gloves
- 1 Helmet

If multiple styles are offered for any of the above listed items, samples of each item offered shall be submitted to the City as directed under Samples.

All item(s) submitted shall be at no cost or obligation to the City of Tempe. Note: One (1) coat currently used or under evaluation by the Tempe Fire Department may be retrofitted with a removable name panel to satisfy this evaluation requirement.

All samples shall be manufactured to meet the NFPA Standard #1971, 2007 edition unless otherwise approved by the Tempe Fire Department. The RFP samples submitted shall create an express warranty that the whole of the goods shall conform to the sample submitted. All samples from the successful Offeror shall become the property of the City of Tempe. After Contract has been awarded to successful Offeror, the samples from unsuccessful Offerors will be released for pickup at the Tempe Fire Department Warehouse. The City is not responsible for any damage during evaluation of sample to ensure compliance with specifications.

Inspection

All garments received shall be inspected before acceptance by an authorized representative of the Tempe Fire Department for workmanship, appearance, proper function of all components, and conformance to these specifications. Failure in compliance will be cause for the City to reject all or part of the ordered units. Should deficiencies be found, it shall be the responsibility of the supplier to pack and return the unit(s) in question, make necessary corrections or replacements, then return to the Tempe Fire Department for re-inspection and acceptance.

Guarantee

Manufacturers delivering merchandise against these specifications shall guarantee that it meets all requirements set forth herein and the requirements of NFPA Standard #1971 most current edition. If found that the merchandise does not meet the requirements of this specification, the Contractor will be required to correct the merchandise at Contractor's expense.

Warranty

Offeror shall state terms and conditions of all applicable warranties. A minimum five (5) year manufacturer's warranty on materials and workmanship is preferred. A copy of the manufacturer's warranty shall be included with the Proposal.

The Contractor shall be responsible for all transportation costs incurred during the warranty period.

GROUP 2 -- CLEANING, INSPECTION AND REPAIR

Contractor Requirements

1. Contractor shall be an Independent Service Provider (ISP) for the care and maintenance of turnout clothing and shall provide proof that the company is currently an ISP or is in the process of becoming an ISP. Completion of the process shall be within the first year of the contract.
2. Contractor shall comply with the care and maintenance guidelines provided by the manufacturer of each garment.
3. Contractor shall comply with the requirements of the NFPA, most recent edition.
4. Contractor shall complete all cleaning, inspection and repairs of turnout gear in compliance with NFPA 1851, most recent edition, requirements.
5. Contractor shall provide at no cost to the Tempe Fire Department compatible software for maintaining computer records on in service, inspection, cleaning, repair, and out of service status on all garments.
6. Contractor shall be qualified to perform maintenance and repair on manufacturer's garments.
7. Contractor shall be able to clean, inspect and repair between 8 – 10 turnout garments per week.

Proposal Requirements

1. Offeror shall demonstrate that their processes for performing inspections, cleaning and repairs of turnout gear complies with NFPA 1851 Standards (most recent edition).
2. Offeror shall provide service location, turnaround time and costs for these services.
3. Offeror shall indicate if they offer pick-up and delivery service of garments from designated Fire Department locations.

The City reserves the right to have the final say regarding placement of any item. When the Contractor determines that an item is unrepairable or need to be replaced, the Contractor shall notify the City for a final determination.

Reporting Requirements

Contractor shall provide the Tempe Fire Department with a detailed repair report upon delivery of the cleaned/repaired garments.

Proposal Checklist for Submittals

- _____ One signed and complete original of the Proposal response, including "Vendor's Offer" (Form 201-B).
- _____ Three (3) copies of your submittal have been included.
- _____ Proposal Questionnaire and all requested documentation has been completed and included.
- _____ Price Information completed and included.
- _____ Any addenda have been included.
- _____ Samples of items offered have been delivered to fire warehouse and Proposal questionnaire has been signed by Fire personnel verifying receipt.
- _____ Completed specifications pages 26 through 38 with any exceptions indicated have been included.

Evaluation Criteria

Proposals will be evaluated using the criteria established below. An evaluation committee composed of Fire Department and Procurement staff will review the Proposals and score them according to the criteria below.

Award Criteria	Weight	X	Rate	=	Value
1. Conformity to the desired specifications	5	X	_____	=	_____
2. Garment evaluation, performance, comfort and fit	5	X	_____	=	_____
3. Price	5	X	_____	=	_____
4. Warranty, service and support	4	X	_____	=	_____
5. Local Inventory and delivery	4	X	_____	=	_____
6. Ability to support Care and Maintenance to RFP and NFPA	4	X	_____	=	_____
7. Completeness of Proposal and acceptance of terms and conditions	2	X	_____	=	_____
			Total	=	_____

This Proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	7
	6
Good	5
	4
Average	3
	2
Poor	1
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost Offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) X Points Possible = Evaluation Points.