

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements, Vendor Conflict of Interest Form, Instructions to Bidders, Bid Forms, Purchase Order Terms and Conditions, General Conditions, Detailed Specifications, and all Addenda, and understands them. The Bidder declares that it conducted a full investigation of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to deliver to the City all product/services herein described for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

Bidder further agrees that the cited provisions of Chapter 14 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS 12TH DAY OF July, 2018.

PHOENIX SAFETY OUTFITTERS
Bidder's Name

1619 COMMERCE RD.
SPRINGFIELD, OH 45504
Official Address

OFFICE 937-324, 2537
CELL 419-386-6355
Telephone Number


Authorized Signature of Bidder

JEFF SHIMEL
(Print Name of Signer Above)

JSHIMEL@PHOENIXOUTFITTERS.COM
Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

~~* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.~~

~~NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority~~

• A limited liability company doing business under the laws of the State of OHIO, whom JEFF SHIMEL bearing the title of VP OF SALES whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

~~* A partnership, organized under the laws of the state of _____ and filed in the county of _____ whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):~~

~~_____

_____~~

~~* An individual, whose signature with address, is affixed to this Bid: _____ (initial here)~~

Authorized Official



Date 12 July, 2018

(Print) Name JEFF SHIMEL Title VP OF SALES

Company: PHOENIX SAFETY OUTFITTERS

Address: 1619 Commerce Rd, SPRINGFIELD, OHIO 45504

Contact Phone (419) 386-6355 Fax (614) 474-1472

Email JSHIMEL@PHOENIXOUTFITTERS.COM

SPECIFICATIONS
FOR PROTECTIVE CLOTHING FOR STRUCTURAL
FIREFIGHTING COAT AND PANT

LEGAL RIGHT TO SPECIFY

The Fire Department (for the remainder of this section referred to as the “specifier”) chooses to exercise its Legal Right to Specify as determined by the U.S. Supreme Court’s affirmation of the decision handed down in the case of Whitten Corp. vs. Paddock, by the U.S. District Court of Massachusetts, the First Federal District Court, which in effect states:

1. That as trained professionals, specifiers make informed judgments on products that they feel best serve their needs. Also, that proprietary specifications (if chosen) DO NOT violate any antitrust laws. Technically, very few brands of material or equipment are exactly alike, and if the specifier wants to limit the specification to one source, he has the right to do so and enforce it.
2. Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an “or equal”.
3. That from start to finish in the purchasing process, only the specifier can ultimately decide if another desirable product is available in lieu of the specification.
4. Finally, that the courts concluded “the burden is on the supplier or manufacturer, who has NOT been specified, to convince the specifier that their product is equal for the purpose of a particular project”.

The specifier has determined that this product specification shall represent the product to which all offerings shall be compared. Due to the fact that firefighting is an ULTRAHAZARDOUS, UNAVOIDABLY DANGEROUS activity, only trained Fire Department personnel with specific knowledge in the area of Personal Protective Equipment shall be allowed to make the final determining decision on the selection of the appropriate product to serve the Fire Department’s needs.

PURPOSE AND SCOPE

This specification defines the minimum requirements for structural firefighter personal protective equipment (PPE) providing limited protection as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, Latest Edition. In the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Every exception to specifications must be clearly spelled out at the time of bid.

Does Your Bid Comply With All Aspects of This Section? Yes X No

UNITS OF MEASURE

Current NFPA standards applicable to this product specification express values for measurement requirements in SI (metric-based) units, followed by US (inch-pound) approximate equivalents in parentheses. For the convenience of the fire department, this product specification reverses the order and presents the more familiar US approximation first, followed by the SI requirement in parentheses.

CERTIFICATION

The manufacturer must certify that the garments proposed in its bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

The manufacturer shall be registered to ISO 9001, Quality Management Systems – Requirements, 2000.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

WARRANTY

The manufacturer must provide a lifetime warranty against defects in materials and workmanship with the bid package.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

PRODUCT COUNTRY OF ORIGIN

For liability reasons, garments must be manufactured in the United States of America or Canada by companies with their assets and incorporation within the United States of America or Canada.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

LABELING REQUIREMENTS

Labels shall be permanently and integrally printed onto materials that meet all the requirements for labels of NFPA 1971. The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner.

In addition, each separable outer shell component shall be labeled in an obvious location including the size, date of manufacturer and an individualized serial number and bar code that matches the corresponding garment liner.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

CARE INSTRUCTIONS

The manufacturer shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations.

This document shall be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details. This written information shall be in complete compliance with NFPA 1971 requirements, and shall reference same.

Does Your Bid Comply With All Aspects Of This Section? Yes No

TRACEABILITY PROGRAM

The manufacturer shall have in place a computer maintained traceability program that provides for the assignment of a production control number to each garment. The traceability program must be capable of tracing the garment through production, from the bolts of cloth used in all three layers of the garment composite construction, to the assignment of the garment to the individual firefighter. This production control number shall be visibly located on the garment label and on other protected areas of garment.

Does Your Bid Comply With All Aspects Of This Section? Yes No

PATENT CONSIDERATIONS

The Bidder, without exception, shall indemnify and save harmless the Purchaser and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the Purchaser. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

Does Your Bid Comply With All Aspects Of This Section? Yes No

SIZING

To ensure a perfect fit, sizing shall be determined by actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the manufacturer and the department.

Garments shall be available in custom sizing as follows: coat chest in 2-inch (5.1 cm) increments, coat sleeve in 0.5-inch (1.3 cm) increments, coat back length in 1-inch (2.5 cm) increments, pant waist in 2-inch (5.1 cm) increments and pant inseam in 1-inch (2.5 cm) increments. A full range of women's sizing, on women's patterns, must also be available. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist, and from hip to ankle, to provide proper fit for individual arm and leg lengths. Pattern tailoring to custom-fit neck, bicep, hip/seat and thigh circumferences must also be provided, when needed, at no additional charge. Neither Small-Medium-Large-Extra Large sizing nor women's garments cut to men's patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.

Does Your Bid Comply With All Aspects Of This Section? Yes No

SELF-BINDING

Liner and moisture barrier shall be stitched together and turned, then topstitched, to create a self binding edge. The extra bulk of separate binding material is specifically prohibited.

Does Your Bid Comply With All Aspects Of This Section? Yes No

THREAD

All thread used in structural seams shall be Nomex® of minimum Tex size T-70. Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan or bronze colored garments shall feature tan thread.

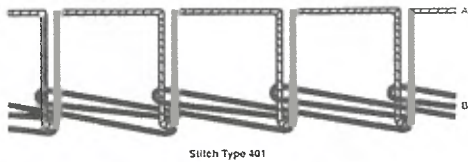
Does Your Bid Comply With All Aspects Of This Section? Yes No

STITCH METHODS

MAJOR A & B SEAMS

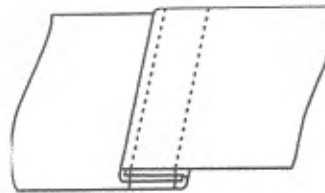
Except for the collar Major A seam, which is single-needle lock stitched three times, all Major

A & B seams (as defined by NFPA 1971) shall be double stitched, double fold throughout all three layers (outer shell, moisture barrier and thermal liner), and shall be made with Nomex® thread, minimum Tex size T-90. Detailed stitch and seam type requirements are shown below.



Stitch Type 401

*Stitch Type 401
Double lockstitch, as defined by
ASTM D 6193-97*



Seam Type LSc-2 (Modified)

*Modified Seam Type LSc-2
Double fold seam, modified only to
ensure that both stitch lines penetrate all
layers of cloth at joining, otherwise as
defined by ASTM D 6193-97*

Also, all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does Your Bid Comply With All Aspects Of This Section?

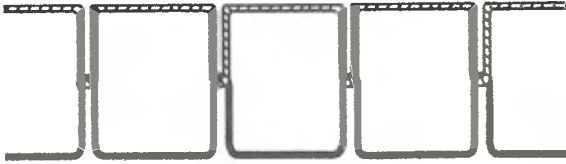
For Outer Shell: Yes No

For Thermal Lining: Yes No

For Moisture Barrier: Yes No

13.2 MINOR SEAMS

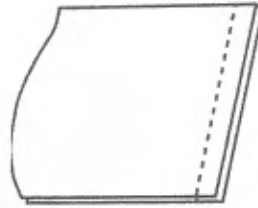
Most Minor seams, such as storm shields and mated hems, shall also be stitched with the specified Nomex thread. Detailed stitch and seam type requirements are shown below.



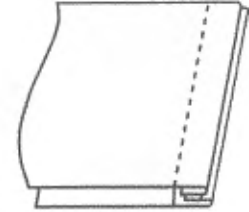
Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



(a)



(b)

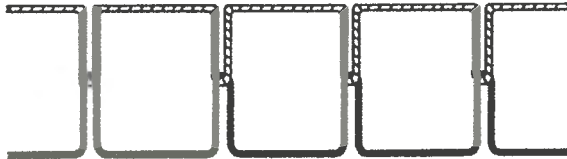
Seam Type SSae-2

Seam Type SSae-2

As defined by ASTM D 6193-97, shown before and (b) after required turning

Does Your Bid Comply With All Aspects Of This Section? Yes No
POCKETS

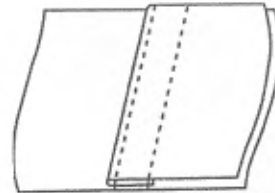
Flat garment pockets shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97

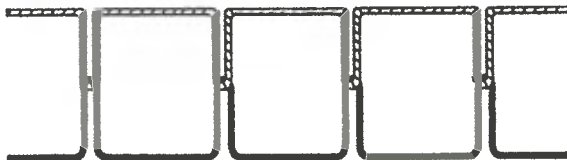


Seam Type LSd-2

Seam Type LSd-2

As defined by ASTM D 6193-97

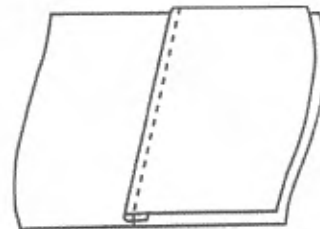
3-Dimensional pocketing shall feature these same construction details, but the reinforced single stitch Seam Type LSd-1 may be substituted for LSd-2. Detailed seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Seam Type LSd-1

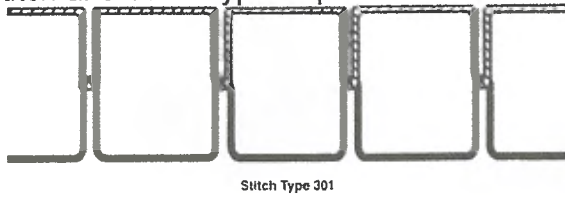
Seam Type LSd-2

As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects Of This Section? Yes No

TRIM AND DANGER LABELS

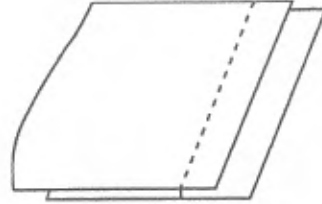
Trim and DANGER labels shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Seam Type SSbd-1

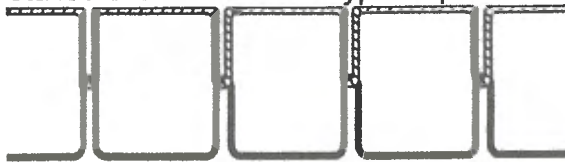
Seam Type SSbd-1

As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects Of This Section? Yes No

SINGLE LAYER HEMMING AND FINISHING

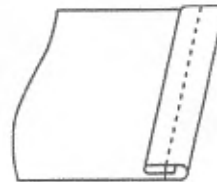
Single layer hemming and finishing shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Stitch Type Efb-1

Seam Type Efb-1

As defined by ASTM D 6193-97

Does Your Bid Comply With All Aspects Of This Section? Yes No

POCKETS

When exterior pockets are specified, the following requirements shall apply to all such custom option specified exterior pockets:

All pockets and flaps shall be reinforced at the top corners with bar tack stitching.

All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material for extra durability. The exact location of the reinforcements shall be identified in the custom options section(s).

All pockets shall have a means to drain water and shall have a means of closure.

All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps. The specific placement of the closure system shall be outlined in the custom options sections.

Does Your Bid Comply With All Aspects Of This Section? Yes No

TAILORED GRADING OF GARMENT LININGS

All garment layers and Cold Weather Accessory Linings shall be graduated in size to fit within in each other in the overall composite without causing bunching or binding when the garment is worn.

Does Your Bid Comply With All Aspects Of This Section? Yes No

POINTS OF STRESS

All points of stress shall be reinforced with sturdy bartacks. Rivets are not acceptable because of their potential for rust and electrical or heat conduction.

Does Your Bid Comply With All Aspects Of This Section? Yes No

ASSET TRACKING SERVICES

Upon request, the manufacturer shall be capable of providing a web based software to track care, cleaning and maintenance of PPE. The tracking software will include Inventory Assist and the Hot Spot Locator to help you analyze gaps in your inventory and pinpoint recurring repair problems. Records will be secured in a cloud based environment with 24/7 access.

This tracking program shall meet or exceed all record-keeping requirements of NFPA 1851, Standard on Selection, Care and Maintenance of Structural Fire Fighting Protective Ensembles, Latest Edition. Manufacturer shall have the ability to import records for gear purchased from them, upon request, providing all details required to meet NFPA 1851, and assist with training to assign all gear while importing.

Labels on each separable part of the garment shall include a standard style interleaved 2 of 5 barcode containing (at a minimum) an individualized serial number for asset tracking purposes.

The manufacturer shall be capable of providing training to department personnel who are involved in the daily use of this tracking program, as well as a built in interactive tutorial.

Does Your Bid Comply With All Aspects Of This Section? Yes No

REPAIRS AND ALTERATION SUPPORT

The manufacturer shall furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the manufacturer shall provide on call at no charge, during normal business hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on all maintenance or repair questions that might arise. Additionally, the manufacturer shall agree to expedite, on its own cost-only basis, all repairs that must be performed at the manufacturer's plant, rather than in department, over the life of the contract.

Does Your Bid Comply With All Aspects Of This Section? Yes No

HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT

Because thermally stable materials are essential to maximizing protective performance in firefighters' PPE, and because NFPA only states "minimum" performance requirements, all thermal liner or thermal enhancing materials used in the garments shall also meet the following criteria after the 500 degree F oven test:

- 1) Material shall remain intact and flexible
- 2) No portion of the material shall crack, crumble or flake

Does Your Bid Comply With All Aspects Of This Section? Yes No

BREATHABILITY REQUIREMENT

Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials fabrics and reinforcements used in the construction of the garments shall be breathable and all moisture barrier material must be as specified in the Materials Section.

The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, water wells, front coat facings, and reinforcement cushioning where applicable.

Areas where non-breathability is allowed (absent Custom Option specifications): trim or other items placed externally on the arms that might need extra material to pass NFPA required

Stored Energy Testing, hook and loop fastening, hardware or hardware backing, and pocket linings where used exterior to the outer shell.

Does Your Bid Comply With All Aspects Of This Section? Yes No

CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

Using breathable materials as outlined in the section titled Breathable Materials, there shall be:

A minimum area of 4" x 4" (10.2 cm x 10.2 cm) at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi. with a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provide 25 CCHR at 8 psi.

In all three of these compression areas at least a portion of the protective area shall be made from high temperature fiber based materials sewn to the thermal liner on the inside of the liner toward the moisture barrier.

Does Your Bid Comply With All Aspects Of This Section? Yes No

SEAM PROTECTION AT CUFFS

At the coat and pant cuff Major A seams, the reflective trim shall stop just before the folding of the full field seam and for additional abrasion protection be covered by a sewn on strip of polymer coated Kevlar material laid on top of the Major A seam and covering each end of the trim.

Does Your Bid Comply With All Aspects Of This Section? Yes No

APPLICABLE DOCUMENTS

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

STANDARD	TITLE
ASTM D 6193-97	Standard Practice for Stitches and Seams
NFPA 1500, Latest Edition	Standard on Fire Department Occupational Safety and Health Program NFPA 1851, Latest Edition
	Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles
NFPA 1971, Latest Edition	Standard on Protective Ensemble for Structural Fire Fighting

Does Your Bid Comply With All Aspects Of This Section? Yes No

COAT

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.

DESIGN CONCEPT (STYLING)

The standard coat design shall be 6-inches (15.2 cm) longer at the rear hem than at the front hem and provide continuous and unbroken moisture barrier and thermal liner protection from the collar seam to the hem at the bottom of the coat tail. Each coat length shall be determined by each individual's torso length to provide the coat-to-pant interface as defined by NFPA 1500. Coat design must interface properly with standard waist high bunker pants. To facilitate various body types the front to rear length differential shall be made available in 3-inch (7.5cm), 4-inch (10.0cm), 5-inch (12.5cm and 6-inch (15.0cm) "Tail Drops".

Does Your Bid Comply With All Aspects Of This Section? Yes No

PATTERNING CONCEPT

Garments shall feature a tailored three-piece body (with one-piece back) and one-piece, set-in sleeve construction throughout the outer shell, moisture barrier and thermal liner layers. One-piece garment body (either all layers or some layers) will not be considered acceptable since they cannot be tailored to hard-to-fit personnel. Similarly, garments with seams in mid-back are not considered acceptable because of backbone irritation that can occur with SCBA use. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does Your Bid Comply With All Aspects Of This Section? Yes No

PATTERNING REQUIREMENTS

To assure maximum freedom of movement and reduce kinetic resistance with minimum garment weight and bulk, coat patterning shall include the following features:

- Degree of slope on shoulders shall be no more than 20%.

- Hydraulic Butterfly sleeve patterning having built-in underarm bellow with 85-degree Lift Up
- Release Action shall be provided to minimize coat hem rise.
- Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
- Coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments.
- Shell-and-liner retraction at the cuff shall not exceed 1 inch (2.5 cm) when both arms are raised overhead. This helps eliminate wrist exposure.
- 10-inch (25.4-cm) chest over-sizing shall be provided.
- Coat sweep measurements must be consistent with the chest over-size at the hem.
- Reach when measured from cuff to cuff, with coat lying flat, and standard length sleeves extended to each side, shall be provided as detailed below.
- An alteration point at the hem that during manufacture allows the sweep dimension to be adjustable in two-inch (5.0cm) increments

<u>Chest Size</u>	<u>Standard Reach</u>
40 in (101.6 cm)	66 in (167.6 cm)
42 in (106.7 cm)	67 in (170.2 cm)
44 in (111.8 cm)	68 in (172.7 cm)
46 in (116.8 cm)	68 in (172.7 cm)

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

DRAG RESCUE DEVICE (DRD)

Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat.

Each strap will be properly labeled with the chest size(s) the Rescue Strap is designed to fit.

Rescue Strap shall be designed in a fashion that it functionally provides a dynamic and articulated action and to eliminate excess strapping material hanging down the back when installed between the garment’s liner and outer shell.

The device shall be constructed using two components: a 1.75” (4.45 cm) Kevlar webbing grab handle; and a free-floating loop of Kevlar rope to go around each of the wearer’s arms/shoulder.

The grab loop shall extend upward and pass through a tunnel of outer shell and pass out through a reinforced slot in the coat outer shell just below the center rear of the collar seam.

The protruding grab loop shall then fold back down and be stored by hook and loop fastener.

The end of the garb loop shall be covered with an outer shell flap sewn below the held in place with hook & loop fastener to reduce the chances of snagging the grab loop by accident.

The Grab Handle shall be constructed of soft and pliable Kevlar webbing meeting the following specifications:

Description 100% Kevlar Double Plain Weave
Width 1.75" (4.45 dm)
Thickness 0.064" ± 0.010" (.163 cm ± .0254 cm)
Tensile 5,000 lb minimum (22.24 kN)

To facilitate comfort and safety the free-floating loop shall be constructed of soft and pliable Kevlar rope meeting the following specifications:

Description 100% Kevlar Tubular Plain Weave - Natural
Width .038" (.097 cm)
Thickness 0.144" ± 0.005" (.366 cm ± .013 cm)
Tensile 3500 lb minimum (15.57 kN)

Rescue Strap shall be sewn with Kevlar thread

Does Your Bid Comply With All Aspects Of This Section? Yes No

LINER ATTACHMENT

The completed liner-moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight, bulk and stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or hook and loop fasteners in this area is not allowed due to their added weight, bulk and stiffness.

Liner sleeves shall be attached at the cuff by means of snaps on two (2) sets of Nomex tabbing per liner cuff. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff. A separate piece of Nomex tabbing shall be sewn to the shell cuff and fashioned as a loop without any snap hardware.

To provide continuous moisture protection and pathogen protection at the neck, the liner shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material.

Attachment at the neck shall be by means of four (4) glove straps that penetrate only the layer of the attachment strip facing towards the liner, so that metal contact at a wearer's neckline is completely eliminated.

Does Your Bid Comply With All Aspects Of This Section? Yes No

COAT CERTIFICATION LABEL ON LINER

The coat certification label on the liner shall be affixed to the inside right body panel of the liner in a fashion to provide an inside liner pocket.

Does Your Bid Comply With All Aspects Of This Section? Yes No

COAT CERTIFICATION LABEL ON SHELL

The coat label on the shell shall be affixed in a conspicuous location once the liner is removed.

Does Your Bid Comply With All Aspects Of This Section? Yes No

COLLAR

The collar shall be of layered construction, consisting of a layer of waterproof moisture barrier and a layer of NFPA 1971-certified insulating material, sandwiched between two (2) layers of specified outer shell material. NFPA compliant collars shall be at least 3 inches (7.6 cm) high while CGSB compliant collars shall be at least 4 inches (10.2 cm) high. The design shall incorporate in its patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.

There shall be no vertical or horizontal seams or stitching in the body of the collar. The left outside of the collar shall have a sewn piece of 2-inch x 2-inch (5.0-cm x 5.0-cm) hook fastener tape for chinstrap-to-collar closure. The fastener tape shall be located rear ward far enough to allow for the location of a forward mounted microphone tab if so desired. Each collar shall be graded to individual coat sizes.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

CHIN STRAP

The chinstrap shall be of layered construction identical to that of the collar configuration described in the previous paragraphs. Chinstrap shall be of a crescent shaped design with minimum dimensions of: 9 inches (22.5 cm) long across the top corners, 10.5 inches (26 cm) long across the bottom corners, and 3.5 inches (8.75 cm) in vertical height, measured at the center. The leading underside edge of the chinstrap shall have a 4.0-inch-wide (3.8 cm-wide) horizontal strip of loop fastener tape to ensure an adequately adjustable closure and to ensure passage of the Whole Garment Liquid Penetration Test.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

HANG-UP LOOP

An 80-pound (36.3 kg) tear strength hang-up loop shall be provided at the interior collar seam. The loop shall be constructed of triple layers of the specified outer shell material, lockstitched to the coat. Webbing is not acceptable.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

SLEEVES

To prevent stove-piping the sleeves shall be individually graded by coat size and sleeve length.

For maximum freedom, the sleeve design shall feature extra full cut one-piece set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major seams shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double fold and double stitched for maximum.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

INNER WRISTLET & WATERWELL

Every coat shall feature a minimum 4.5-inch (11.4-cm) long, double-layer knit inner wristlets protected by a flame-resistant and moisture-resistant inner waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). The specified moisture barrier shall form an inner waterwell with an elastic gather sewn to the moisture barrier sleeve end.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

EXTERNAL WRISTLET

Every coat shall feature a 2.5-inch (6.4 cm) long knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

FRONT CLOSURE PROTECTIVE OVERLAP

Two-inch-wide (5.1 cm-wide) panels of breathable moisture/ pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials. An additional layer of breathable moisture/ pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

COMPOSITE MATERIALS

The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.

OUTER SHELL

7.2 oz Ripstop Weave; 60% Kevlar / 40% Nomex SOFT (Berry Compliant) - Khaki

THERMAL LINING

7.1 oz. calendared 100% spun 3.3 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89 (Berry Compliant)

MOISTURE BARRIER

3.2 oz/yd² woven Nomex containing 2% carbon fibers, laminated to a PTFE membrane (Berry Compliant)

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell: Yes X No _____

For Thermal Lining: Yes X No _____

For Moisture Barrier: Yes X No _____

COAT CUSTOM OPTIONS TO BE PROVIDED

Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

****REENGINEERED****

*** Revision 3 ***

Std -Coat Cuffs

(O20) Std -Inspection Port Liner

Std-Liner detachable

Std -SET Thermal Enhancement

Std -Liner Label Pocket

Std -Take Up Straps - 2 Postman

Take Up Straps Placed Above Pockets

Take Up Straps Moved Forward

Label - Iron On with Fire Fighter Name

(R12) Positive Closure Articulating RRS - substitute Rolled Hand

Std -Trim Double-Stitched

Trim -(5) NEW YORK Hi-viz -lime 2-tone Oralite Brilliance (3")

(T04) Trim -Split cuff bands -lime 2-tone Oralite Brilliance (3

Back Patch -Advance Soft - Black

< ANN ARBOR >

< FIRE >12 -3" sewn letter -lime Brilliance

Hem Patch w/Velcro -Advance Soft - Black

FF LAST NAME ONLY (1st INITIAL ONLY when specified)

Avg. 7 letters

OK to use 2" letters to fit 7 -3" sewn letters -lime Brilliance

(O17) Embroidered American Flag - stars towards front - right sleeve

Integral Customization - Ann Arbor Michigan Fire Dept - left sleeve

(E10) 2" Velcro/Zipper Coat Closure

pull tab - Arashield - Black

(Q02) LTO Comfort Chinstrap

Sub Storage Velcro for 2" x 2" Hook Velcro Sewn to Collar or Chi

Black Knit Material on Comfort Chinstrap

Dead Air Panels Extended

Shingle Cuffs - Advance Soft- Khaki

D-Ring on a Patch -Advance Soft - Khaki - left side

- place directly above hem trim band between shield and half hi bellows pocket
Half
Hi

Bellows Pockets - Advance Soft - Khaki - 7 x 8 x 1.5

- Move pockets forward 1" towards shield
Full Arashield - Black Lined

Handwarmers behind Bellows Pockets - Fleece

Mic Tab - Advance Soft - Khaki - right chest - 0.5 x 2.5

- 3" Above Radio Pocket
Mic Tab - Advance Soft - Khaki - right collar -topside - 0.5
x 2.5

Mic Tab - Advance Soft - Khaki - right collar -underside - 0.5 x 2.5

Notebook Pocket -Advance Soft - Khaki - on liner - 4 x 4

- place on left chest
- Radio Pocket - Advance Soft - Khaki - right chest - 8 x 3 x 2

Notch Flap - Double Notches (both left & right) - right chest

SL-90 Flashlight Clip -Advance Soft - Khaki - left chest

Undershield Pocket (1) w/ zipper - Advance Soft- Khaki

- Placement May Vary
- Sub Wristlets -Long Hybrid with tabs -Nomex - black

Does Your Bid Comply With All Aspects Of This Section? Yes No

PANTS

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.

DESIGN CONCEPT (STYLING)

The pant shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress.

For this reason, other than waist-high pants shall not be considered acceptable or "equal," since additional trunk wrapping traps heat and moisture, increasing heat stress buildup while also creating mechanical resistance when covering the natural torso flexion point of the waist.

Does Your Bid Comply With All Aspects Of This Section? Yes No

PATTERNING CONCEPT

Garments shall feature a tailored four-piece body plus a one-piece, over-sized crotch diamond pattern in the outer shell, moisture barrier and thermal liner.

Does Your Bid Comply With All Aspects Of This Section? Yes No

PATTERNING REQUIREMENTS

To assure maximum freedom of movement and reduced kinetic resistance with minimum garment weight and bulk, the pants patterning shall:

Incorporate hydraulic, swivel action leg-to-torso interfaces.

Incorporate an oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no "in-crotch" seaming.

In the outer seam hip area, in all three layers shall, incorporate convex seam technology to provide for generous seat expansion when squatting and crawling without creating unsightly bagginess.

That the diamond extend from just above the left knee to just above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately proportionally graded to waist size and inseam length.

Ensure that pants rest in normal body line balance of 22 inches (55.9 cm) center distance at the cuff for 42 waist, 30 inseam pants.

Provide for an alteration point at the hips so that during manufacture the hip dimension can be adjustable in two-inch (5.0cm) increments

Does Your Bid Comply With All Aspects Of This Section? Yes No

SUSPENDER BUTTONS

Eight (8) heavy duty, rust-resistant suspender buttons shall be positioned around the waist.

Suspender buttons shall be mounted through waistband of triple layer outer shell material that is internally reinforced with an additional band of coated needlepunch aramid.

Does Your Bid Comply With All Aspects Of This Section? Yes No

LINER ATTACHMENT

The moisture barrier and thermal liner assembly shall be attached to the outer shell at the waistband with seven (7) evenly-spaced glove snaps. Liners shall be attached at the cuff by means of snaps on two (2) sets of Nomex tabbing per liner cuff. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff. A separate piece of Nomex tabbing shall be sewn to the shell cuff and fashioned as a loop without any snap hardware.

Does Your Bid Comply With All Aspects Of This Section? Yes No

PANT CERTIFICATION LABEL ON LINER

The pant certification label on the liner shall be affixed to the inner left hip area of the liner.

Does Your Bid Comply With All Aspects Of This Section? Yes No

PANT CERTIFICATION LABEL ON SHELL

The pant label on the shell shall be affixed to the facing at the fly..

Does Your Bid Comply With All Aspects Of This Section? Yes No

FLY FRONT

The outer shell fly shall be lockstitched to the left side of the front opening and shall be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2 inches (5.1 cm) to the left of the outer shell fly attachment seam and shall be constructed of certified breathable moisture barrier and thermal liner. The right front pant opening shall have an internal facing extending at least 2 inches (5.1 cm) to the right and constructed of specified fabric. In combination with the liner, the system shall offer 360-degree protection without gaps during movement of the outer shell moisture barrier and thermal liner. Closure shall be by means of a minimum 1.5-inch-wide (3.8-cm-wide) hook and loop fastener, and all construction techniques used shall provide liquid penetration protection under the NFPA 1971 Whole Garment Liquid Penetration Test. The fly shall be graded to the waist size of garments and crotch rise.

Does Your Bid Comply With All Aspects Of This Section? Yes No

COMPOSITE MATERIALS

The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.

48.1 OUTER SHELL

7.2 oz Ripstop Weave; 60% Kevlar / 40% Nomex SOFT (Berry Compliant) - Khaki

48.2 THERMAL LINING

7.1 oz. calendared 100% spun 3.3 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89 (Berry Compliant)

48.3 MOISTURE BARRIER

3.2 OZ/YD2 WOVEN NOMEX CONTAINING 2% CARBON FIBERS, LAMINATED TO A PTFE

MEMBRANE (BERRY COMPLIANT)

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell: Yes X No _____

For Thermal Lining: Yes X No _____

For Moisture Barrier: Yes X No _____

PANT CUSTOM OPTIONS TO BE PROVIDED

Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

****REENGINEERED****

***** Revision 3 *****

(O21) Std -Inspection Port Liner

Std -Liner Detachable

Std -Trim Double-Stitched

Trim -(7) NFPA -lime 2-tone Oralite Brilliance (3")

(J10) Narrow Fly -2" Velcro/Zipper - No Hook - 1 Snap

(O03) Angled Cuffs - Arashield - Black

Angled Cuffs - Double-stitched

Pant Cuffs - Arashield - Black

(M17) Reinforced Crotch - Kevlar

BiFlex Heat Channel Knees - 36K

Horizontal Strips in BiFlex knees to be Arashield - Black

Bellows Pocket -1 -Pants -Advance Soft Kh - left leg - 9 x 9 x 1.5

- Make Flap 2" Longer than Standard Tool Divider - Arashield - Black - left leg
- On pant portion

Divide into 2 equal compartments Bellows Pocket Divider - Arashield - Black - left leg

Pocket (1) Fully Lined with Arashield - Black - left leg

Bartack All 4 Corners of Bellows Pocket (1) - left leg

Pocket (1) w/ 2" Velcro on Bellows Pockets & Flaps - left leg

1 Pkt w/ E Z Grip Flap - Advance Soft - Khaki - left leg

Bellows Pocket (1) w/ Universal Escape System Adaptation - right leg - 9 x 9 x 2

Pocket FLAP ONLY (1) - Removable - right leg

Vertical Trim on Pkt flap - lime 2-tone ORALITE (3") - right leg

- Trim to be centered vertically on replaceable pocket flap
 - Trim to be centered vertically on the underside of replaceable pocket flap
- Vertical Trim on Pkt flap - lime 2-tone ORALITE (3") - right leg
- Notch & velcro strap to be 1" Wide on Universal Escape Syst - right leg

D-Ring on a Patch - Advance Soft - Khaki - Near Left Bellows Pocket

Place 1" over from pocket towards front with top of patch aligned top of bellows pocket flap

Snap Style Suspender Attachment

Ladder Escape Belt - Kevlar

(H16) R/L Life Grip Ladder/Escape Pant Adapt Lower Placement

****OS MATERIAL IS CORRECT****Dyna-Fit Suspenders w/ Snap Attach & Quick Adjust Installed

Suspender Padding

Does Your Bid Comply With All Aspects Of This Section? Yes No

SPECIFICATION AND EXPLANATION WORKSHEET

Total Number "Yes/No" Questions	59
Total Number of Yes answers	59
Total Number of No answers	∅
% Specification Compliance: $[(\text{Total Yes Answers}) / (\text{Total Answers})] \times 100\%$	100
Each "No" answer requires a full written explanation. Each "Yes/No" question not checked where provided will be considered a "No" answer.	
Explanation or Alternate of a "No" Answer to specification(s).	

BID FORM – PRICING

The undersigned hereby declares that the instructions and specifications have been carefully examined and that Turnout Gear will be furnished for the prices set forth in this bid. It is understood and agreed that the instructions, specifications, compliance questions, answers, and additional responses are an integral part of the bid submission.

It is understood that all bids include charges for on-site measuring for the department's three (3) shifts, products, services, packing, delivery, warranty, etc. unless otherwise stated in the bid document. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.

It is understood that the Bid prices submitted by the successful bidder should remain firm for the length of a three (3) year contract from date of award. The contract may be renewed for an additional two years at the same terms and conditions of the original contract.

The undersigned bidder further agrees and understands that the City of Ann Arbor reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice. Unit Prices must be firm for the entire term of the Contract.

Description Quantity – Item	Per Unit Price	Description Quantity – Item	Per Unit Price
01 to 5 Coats	\$ <u>1,498.00</u>	01 to 5 Pants	\$ <u>1,085.00</u>
6 to 10 Coats	\$ <u>1,498.00</u>	6 to 10 Pants	\$ <u>1,085.00</u>
11 to 20 Coats	\$ <u>1,498.00</u>	11 to 20 Pants	\$ <u>1,085.00</u>
20 to 30 Coats	\$ <u>1,498.00</u>	21 to 30 Pants	\$ <u>1,085.00</u>
31 to 40 Coats	\$ <u>1,498.00</u>	31 to 40 Pants	\$ <u>1,085.00</u>

The City, at its sole discretion, may elect to renew this bid for an additional year(s). Please list the % increase, if any, per year for the items listed above.

Fourth Year 5 %
Fifth Year 5 %

Delivery time after receipt of PO: 45 DAYS

Warranty Explanation:

SEE ATTACHED

Honeywell First Responder Products
#1 Innovation Court
Dayton, OH 45414

800-688-6148
937-264-2677 Fax

www.HoneywellFirstResponder.com

STATEMENT OF WARRANTY

For Honeywell Protective Products:

Honeywell warrants that all turnout gear and Honeywell protective products are free from defects in material and workmanship for the useful life of the product. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, and normal wear. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection.

Honeywell warrants that Morning Pride by Honeywell FYR-Glass helmet shells are free from defects in material and workmanship for a period of 5 years from the date of manufacture when used for normal firefighting and related operations. This warranty does not cover accidental damage, intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions and normal wear. END USER IS STRONGLY CAUTIONED not to install any accessory piercing the shell.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. HONEYWELL'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS BID SHALL IN NO EVENT EXCEED THE TOTAL BID PRICE SET FORTH HEREIN. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

For Footwear:

Honeywell warrants that all PRO Series, Ranger Air Series and Honeywell protective footwear products manufactured and/or distributed by Honeywell First Responder Products, or its authorized distributors are free from any defects in material or workmanship for a period of one year from the date of manufacture. Products considered to be defective should be returned to an authorized distributor at owner's expense for inspection. The product will be either repaired or replaced at the discretion of Honeywell. Any replacement will be for the same style and size. This warranty covers normal firefighting use only. This warranty specifically excludes accidental damage (acid, tears on nails, etc.), intentional or unintentional abuse, natural disasters, damage caused by disregard of care instructions, exposure to a substance or environment that degrades the product and normal wear. It is recommended that the user frequently inspect and properly maintain these products in order to provide the designed levels of NFPA protection.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE

BID FORM – REFERENCES

Please list at least three references with whom you have had similar contracts during the past three years.

1. Company or City TOLEDO FIRE DEPT.
Contact Name LT. CRAIG ELLIS
Telephone Number 419-936-3501
E-mail CRAIG.ELLIS@TOLEDO.OH.GOV

2. Company or City LANSING FIRE DEPT
Contact Name Chief JUAN RANDLE
Telephone Number 517-256-1181
E-mail JUAN.RANDLE@LANSINGMI.GOV

3. Company or City SOUTH BEND FIRE DEPT.
Contact Name Chief TODD SKWARCAN
Telephone Number 514-235-9255
E-mail TSKWARCA@SOUTH BEND IN. GOV

BID FORM - DETAILED SPECIFICATIONS

BID PRICING AND DURATION

The bidder shall provide in writing the cost of each garment as specified in this document and honor the pricing for a period of 36 months (3 years) from the date of bid award. It is requested of the bidder to provide detailed garment item pricing for the first year along with price adjustments if any for a second and third year in the submitted bid.

It is also requested of the bidder to provide price adjustments for a fourth and fifth year leaving the option to extend the contract two additional years past the third year of contract.

Pricing options shall also include availability of discounts related to bulk purchasing. A schedule of pricing discounts shall be included related to quantity of order. All pricing shall be listed on the provided Bid Form. No deviation from pricing will be allowed after submission of bid.

Does Your Bid Comply With All Aspects Of This Section? Yes No

EXTENSION OF BID PRICING TO MITN AGENCIES

The City of Ann Arbor is a member of the MITN Purchasing Cooperative consisting of many cities, townships, counties and other governmental agencies throughout Michigan. If your company is awarded item(s) referenced in the bid, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid following minimum order requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on the purchase order.

Does Your Bid Comply With All Aspects Of This Section? Yes No

GENERAL CONDITIONS

ESTIMATED QUANTITIES

Quantities stated are estimated and not guaranteed. The quantities stated will be used for award purposes only and are based up an average of actual annual usage.

DOWN PAYMENTS

Any bid proposal submitted which requires a down payment or prepayment of any kind prior to delivery and acceptance of the item, as being in conformance with the specifications will not be considered for award.

PURCHASE ORDER

The successful bidder will be issued a purchase order from the City of Ann Arbor, which will create a bilateral contract between the City and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with the specifications and the terms and conditions of the purchase order.

The terms and conditions of the Purchase Order are provided herein.

CONTRACT TERM

Bid prices submitted by the successful bidder should remain firm for the length of a three (3) year contract from date of award. Upon mutual agreement between the City and the vendor the pricing provided via this ITB process may be renewed for an additional two years at the same terms and conditions.

City of Ann Arbor: General Terms and Conditions

The following General Terms and Conditions shall apply.

Tax Exemption: The City of Ann Arbor is tax exempt, ID# 38-6004534.

Acceptance of Contract: This order is the City's contract to purchase the goods and services described on the reverse front side of this document from the Vendor. The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made part hereof.

Amendments: No agreement or understanding to modify this contract shall be binding upon the City unless in writing and signed by the City's authorized agent.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the City, in writing of the earliest possible shipping date. The City reserves the right to cancel or purchase elsewhere and hold the Vendor accountable.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the City, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the City, whether the damage is readily apparent at the time of delivery or later. The City's acceptance is conditioned on such inspection.

Patents and Copyrights: If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial Code shall govern contracts for goods with the City of Ann Arbor; except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data Sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the City at the time of purchase.

Assignments: The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the City of Ann Arbor, acting through its authorized representative. Any unauthorized assignment may subject the contractor to immediate termination.

Laws Governing, Severability: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of the Circuit Court of Washtenaw County, MI, or if original jurisdiction is established, the U.S. District Ct. for Eastern District of MI, Southern Division. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience. If any term herein is found to be ineffective, unenforceable or illegal under any present or future laws, such term shall be fully severable, and the remaining terms shall not be affected and shall remain full force and effect.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

Living Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the City of Ann Arbor's Living Wage Ordinance as defined in Chapter 23, Section 1:811-1:821.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with, all State, Federal and Local non-discrimination laws, including MCL 37.2209 and Section 9:158 of the City Code.

Indemnification: To the fullest extent permitted by law the Vendor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including any drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Payment Terms: The City of Ann Arbor's payment terms are net 30. The payment date will be calculated based on the invoice receipt date or delivery date, whichever is later.

Payments: All invoices for goods and services shall be emailed to accountspayable@a2gov.org. Mailed invoices shall be addressed to the City of Ann Arbor, Accounts Payable, P.O. Box 8647, Ann Arbor, MI 48107, as indicated on the front of this purchase order. Invoices must include the Vendor's name, phone number, and clearly listed item descriptions, quantities and units of measure. The Vendor acknowledges and understands that invoices not addressed as stated above shall have the net 30 begin once the invoice is received by Accounts Payable.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local laws, regulations, rules and orders.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the City shall have the right to give written notice to Vendor of such failure. If such failure is not cured to the City's satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, the City shall have the right to terminate immediately without the requirement of a further notice.



Vendor Conflict of Interest Disclosure Form

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr/> <input type="checkbox"/> Interest in vendor's company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
PHOENIX SAFETY OUTFITTERS	419-386-6355	
Vendor Name	Vendor Phone Number	
	12 July 18	JEFF SHIMEL
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

**CITY OF ANN ARBOR
DECLARATION OF COMPLIANCE**

Non-Discrimination Ordinance

The "non discrimination by city contractors" provision of the City of Ann Arbor Non-Discrimination Ordinance (Ann Arbor City Code Chapter 112, Section 9:158) requires all contractors proposing to do business with the City to treat employees in a manner which provides equal employment opportunity and does not discriminate against any of their employees, any City employee working with them, or any applicant for employment on the basis of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight. It also requires that the contractors include a similar provision in all subcontracts that they execute for City work or programs.

In addition the City Non-Discrimination Ordinance requires that all contractors proposing to do business with the City of Ann Arbor must satisfy the contract compliance administrative policy adopted by the City Administrator. A copy of that policy may be obtained from the Purchasing Manager

The Contractor agrees:

- (a) To comply with the terms of the City of Ann Arbor's Non-Discrimination Ordinance and contract compliance administrative policy, including but not limited to an acceptable affirmative action program if applicable.
- (b) To post the City of Ann Arbor's Non-Discrimination Ordinance Notice in every work place or other location in which employees or other persons are contracted to provide services under a contract with the City.
- (c) To provide documentation within the specified time frame in connection with any workforce verification, compliance review or complaint investigation.
- (d) To permit access to employees and work sites to City representatives for the purposes of monitoring compliance, or investigating complaints of non-compliance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services in accordance with the terms of the Ann Arbor Non-Discrimination Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Non-Discrimination Ordinance, obligates the Contractor to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract.

PHOENIX SAFETY OUTFITTERS
Company Name

 12 July 18
Signature of Authorized Representative Date

JEFF SHIMMEL VP SALES
Print Name and Title

1619 Commerce Rd., SPRINGFIELD OH 45504
Address, City, State, Zip

419-386-6355 JSHIMMEL@PHOENIXOUTFITTERS.COM
Phone/Email Address

Questions about the Notice or the City Administrative Policy, Please contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.