

BID NUMBER PA-00107

TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



INVITATION TO BID  
Furnish and Deliver Turnout Coats  
and Trousers

CONTRACT NO. 29758

- COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Arcadia California ON THE 7th DAY OF September, 2006  
CITY STATE MONTH

COMPANY NAME: Allstar Fire Equipment TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 12328 Lower Azusa Rd. CITY: Arcadia STATE: Ca ZIP: 91006

PHONE: (626) 652-0900 FAX: (626) 652-0920

S/ [Signature] President  
(SIGNATURE) (TITLE)

Joseph A. Sposato info@allstarfire.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] Vice President  
(SIGNATURE) (TITLE)

Gabe E. Sayegh info@allstarfire.com  
(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature]  
Director of Financial Management

10/1/06  
Date

APPROVED AS TO FORM  
10/6, 2006  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Senior Deputy

1 SPECIFIC CHANGES

2 The following list is not intended as inclusive of all of the changes between editions of the  
3 standard. It is included to provide examples of some of the key differences.

4 /

- 5 1. Drag Rescue Device (DRD) – The coat shall include a compliant mechanism to assist  
6 extrication of a fallen Firefighter.
- 7 2. Trim position on cuffs – Shall be placed within two (2) inches from the end of the cuff.
- 8 3. Enhanced Total Heat Loss (THL) – The “breathability” of the garments shall be in  
9 accordance to the new minimum. (From 130 W/m<sup>2</sup> to 205 W/m<sup>2</sup>)
- 10 4. The Conductive and Compressive Heat Resistance minimum standard shall be increased  
11 from 13.5 seconds to 25 seconds.
- 12 5. The moisture barrier must pass a light degradation test.

13 /

14 /

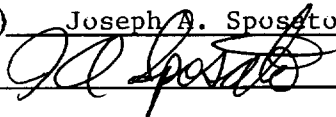
15 COMPLIANCE

16 /

17 The parties hereto have reviewed and complied with the requirements of this document.

18  
19 Company Name Alistar Fire Equipment

20 Corporate Officer (please print) Joseph A. Sposito

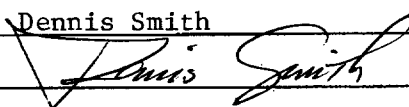
21 Corporate Officer (signature) 

22 Title President

23 Date 09/07/06

24  
25 Manufacturer Name Lion Apparel

26 Representative (please print) Dennis Smith

27 Representative (signature) 

28 Title Regional Sales Manager

29 Date 09/07/06

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBBEs and OBEs) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the bidder:**

**Legal Form of Bidder:**

Corporation

Partnership

General

Joint Venture

Individual

Limited Liability Company

State of California

State of \_\_\_\_\_

Limited

DBA \_\_\_\_\_

State of \_\_\_\_\_

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black

Asian

Other Non-white

Hispanic

American Indian

Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male

Yes - Physically Challenged

Under 65

Female

No - Physically Challenged

Over 65

Is the firm certified as a Disadvantaged Business:  Yes

No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes

No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6362.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
  - CORPORATE OFFICER
- 
- TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
  - ATTORNEY-IN-FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER:

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

### 7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this bid and its resulting contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a bidder can order materials that have a long lead time.

### 8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

**INSTRUCTIONS TO BIDDERS**

**10. PUBLIC WORK AND PREVAILING WAGES:**

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by the Contractor or said Subcontractors in the execution of the Contract.

**11. RIGHT TO REJECT:**

City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**12. SAMPLES:**

Samples of items when requested or required must be furnished to the city free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

**13. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

**14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women, Long Beach and Other Business Enterprises (DBEs, MBEs, WBEs, LBEs, and OBEs) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/diversity> for more information on the City's Diversity Outreach Program.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify bid. If additional space is required, bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement: *NONE*

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)  
Black ( ) American Indian ( )  
Hispanic ( ) Other Non-white ( )  
Asian ( ) Caucasian ( )

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

**SUBMIT TO:**

**CITY OF LONG BEACH  
CITY CLERK  
333 W OCEAN BLVD/PLAZA LEVEL  
LONG BEACH CA 90802**

**BID DUE DATE: Thursday, September 7, 2006**

**TIME: 11:00 am**

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

**A. COMMERCIAL (TERMS AND CONDITIONS, ETC)**

KARIE WEBBER 562-570-6200  
BUYER TELEPHONE NUMBER

**B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)**

STEVE RAGANOLD 562-570-1203  
DEPARTMENT CONTACT TELEPHONE NUMBER

**16. BID OPENING PROCEDURES:**

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

**CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.**

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the bid opening.

**INSTRUCTIONS TO BIDDERS**

**17. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES  X  NO \_\_\_\_\_

(If yes, any agency electing to participate in this bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

**18. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this contract.

## CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.
6. Contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective



## CONTRACT - GENERAL CONDITIONS

measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations: Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Eugene Fong at 562-570-5023 for assistance with the form.

**CONTRACT – GENERAL CONDITIONS**

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

## CONTRACT - GENERAL CONDITIONS

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.

## SPECIAL CONDITIONS

### ADDENDUM

Bidders shall check the purchasing web page at [www.lbpurchasing.org](http://www.lbpurchasing.org) or contact the assigned buyer three (3) days prior to the bid closing date to inquire about and include any addendums incorporated into this bid. Failure to include the addendum(s) with the bid will cause the bid to be rejected.

### CONTRACT PERIOD

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of Contract. Said notice shall show item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

**No price increases will be allowed during the initial twelve-month contract period.**

### FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by an amendment to the contract and executed by the Contractor and the City.

### BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. Contractor must reference BPO release number and not the BPO number on all invoices.

## SPECIAL CONDITIONS

### PAYMENT FOR SERVICES

The Contractor shall submit original invoices to the City of Long Beach, Accounts Payable, 333 W. Ocean Blvd., 6<sup>th</sup> Floor, Long Beach, CA 90802, and one copy to the representative of the City Department making the purchase. Each invoice shall include department, employee name and garment identity numbers. Contractor shall not invoice for goods, materials, or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

### LIQUIDATED DAMAGES

Time is of the essence. If delivery is not completed by the time stated previously for delivery, Contractor acknowledges and agrees that such delay would seriously affect the public welfare and the operation of the City and that damages for such delay would be impracticable or extremely difficult to determine. The parties agree that the sum of \$100 per day for each day of delay shall be fixed as liquidated damages (and not as a penalty or forfeiture for breach). Liquidated damages shall apply where delivery is delayed beyond the time stated and where delivery of materials to replace materials deemed substandard or nonconforming by the City is delayed beyond the time specified for such replacement.

If the Contractor is prevented or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions, then the time of completion shall be extended for such period as may be agreed between the City and Contractor. The City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time due to any of the above reasons after hearing evidence to the reasons for such delay and making a finding as to the cause of same.

## **SPECIAL CONDITIONS**

### **CONTRACT ENFORCEMENT**

The Contractor or its authorized representative shall meet periodically, at the discretion and convenience of the City, with an authorized representative of the City to address any problems or other issues. All scheduled and regular service functions shall be completed prior to this meeting.

The City reserves the right to perform inspections at any time for the purpose of monitoring service performance. The Contractor shall cooperate with the City representative(s) in the review and monitoring of Contractor's performance, records and procedures.

At the request of the City, the Contractor, or its authorized representative, shall attend meetings as deemed necessary by the City, for the purposes of orientation, information, amendments to the Contract and description of City policies and procedures.

In the event the City commences legal proceedings for the enforcement of the Contract, and is the prevailing party, the City shall be entitled to an award of attorney's fees and costs incurred in the action.

### **LAWS AND REGULATIONS**

Contractor shall conduct all aspects of its operation in compliance with all state and federal laws and regulations.

Contractor shall immediately inform the City of any investigation, citation or legal action by any state or federal agency related to Contractor's obligations under this Contract, and shall defend, indemnify and hold the City, its officials and employees harmless from all liability, claim, cause of action, loss, fines, penalties, corrective measures, costs, and expenses (including attorney's fees) the City may sustain by reason of Contractor's failure to comply with any state or federal law, regulation or rule.

### **SUBCONTRACTING**

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract without liability for damages.

If the City consents to assignment or subcontracting, each term and condition of this Contract shall extend to and be binding on and inure to the benefit of the assignees, successors and administrators of the respective parties.

## SPECIAL CONDITIONS

If the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the City of Long Beach. All provisions of that prime Contract shall apply to this subcontract."

Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

## CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

## VALIDITY

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

**LONG BEACH FIRE DEPARTMENT  
PERFORMANCE AND CONSTRUCTION SPECIFICATIONS  
PROTECTIVE JACKET AND TROUSERS  
FOR STRUCTURAL FIREFIGHTING  
2006 Edition**

**1. SCOPE**

The Long Beach Fire Department Performance and Construction Specifications ("Specifications") contains language for the design, performance, and equipment features that are intended to protect the user from the hazards specifically associated with structural firefighting.

**2. BID ACCEPTANCE REQUIREMENTS**

***THE BIDDER MUST SUBMIT ALL OF THE FOLLOWING TWELVE (12) ELEMENTS AT THE TIME OF BID SUBMISSION. ANY BID SUBMITTED WITHOUT ANY OF THE) ELEMENTS SHALL BE ELIMINATED FROM FURTHER CONSIDERATION:***

1. A copy of the Specifications with each page initialed by a Manufacturer's Representative indicating the garments comply with the written specifications. The last page of the Specification shall be signed and dated by the Bidder's corporate officer and the Manufacturer's Representative.
2. Whenever material or equipment is specified using a brand name or the name of a particular supplier, the Specifications are intended to establish the type, function and quality required. Although not stated in every instance where a brand name or the name of a particular supplier is given, the use of a brand name or the name of a particular supplier shall also mean and include "or approved equal." The phrase "or approved equal" means that the Fire Chief of the Long Beach Fire Department, or his/her designee, shall make the determination, in his sole opinion and discretion, whether or not material or



equipment offered as an "equal" is the same in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. **The determination by the Fire Chief or his/her designee shall be final.**

If the Manufacturer can demonstrate enhanced value and/or increased performance with modifications, Manufacturer must attach as a separate document the following information:

- Identify the **section, page and line number** of the General Specification Requirements and/or General Design and Component Provisions to which they are taking exception.
- Provide alternate verbiage describing the changes for the Requirements and/or Provisions.
- Provide a description and justification of the enhanced value and/or performance.
- Provide sample garments and swatches that are clearly labeled with the modifications.
- Provide all data supporting claim that the enhancement or material is an "equal" at least 10 days prior to the date of the bid opening.

Bidders acknowledge and agree that use of an approved equal creates a risk that the material or equipment may not actually meet the functional and performance requirements when used under field conditions. Bidders further acknowledge and agree that the City's approval of an equal product does not relieve the vendor from its duty to meet the functional and performance requirements in the Specifications so that the vendor may ultimately be required to replace the "equal" product with the material or equipment that was originally specified by brand name or by the name of a particular supplier, at no additional cost to the City, if the City makes a request for replacement. By submitting a bid, bidders accept these risks and the liability associated with these risks, and waive all claims against the City for costs related to supplying replacements.

3. Documentation confirming the manufacturer's current ISO 9001 certification.
4. Documentation confirming the manufacturer's current Underwriter's Laboratories certification.
5. Documentation certifying that field repairs conducted by the vendors listed in Section 3.9, shall not void Manufacturer's warranty.
6. The lesson plan and the format (i.e., PowerPoint, video, lecture, etc.) of the product-training curriculum.
7. The User Information Manual as detailed in Section 3.8.
8. A list of references, with contact persons and numbers, from recently completed orders, produced by the same Manufacturer, for Turnout garments custom-made to the purchaser's specifications.
9. A copy of all warranties.
10. Documentation demonstrating the Manufacturer's ability to custom-fit garments for exceptionally small- or large-framed individuals, as well as gender differences. Documentation shall include sample sizing forms and an assurance stating that this can be done, along with any associated additional costs.
11. Sample garments that comply with the General Specification Requirements and/or General Design and Component Provisions shall create an express warranty that the whole of the order shall conform to the sample submitted. The coat shall be size forty-eight inch chest and thirty-five inch length (48/35) and the trousers shall be forty inch waist and thirty inch inseam (40/30).

Each bidder shall submit with this bid one of each of the complete garments and the sample(s) shall be labeled "LBFD Sample." The samples must be labeled with bidder's name, brand name and product number and must meet specification requirements. If the manufacturer is selected, the samples shall be considered as part of the initial order.

These samples are used to validate the objective criteria established within the specification. They are also used to measure standardized subjective fit and comfort metrics such as those used in NFPA 1500.

After the contract has been awarded, samples will be available for pick-up by the bidder (at the bidder's expense), within forty-five (45) calendar days after bid due date, unless otherwise notified, at the Long Beach Fire Department Storeroom. Samples not picked up within ninety (90) calendar days after bid due date will be discarded. Samples submitted by the Contractor will be kept by the City as "Control Samples". The City of Long Beach and the Long Beach Fire Department shall not be held responsible for damage of samples due to testing or otherwise.

12. Two sample swatches representing the composite materials used at high-heat exposure areas. The sample swatches shall be eight (8) inches square and shall duplicate the various layers of material at the knee and the shoulder. Specified stitching used for the garment shall be used on these swatches and identified as such. Labeling, with the tracking system, shall also be included on the samples. These swatches shall be permanently retained by the Long Beach Fire Department.

### 3. GENERAL SPECIFICATION REQUIREMENTS

#### 3.1 REQUIREMENTS

All garments shall meet or exceed the criteria set forth in the current edition of NFPA 1971 PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING, FED-OSHA CFR 1910,

Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA Title 8, Article 10.1, Sec. 3406.

All components and composites used in the construction of garments shall be tested by an approved independent third party, certified, and listed for compliance to NFPA 1971. The label of the third-party tester shall denote certification.

### 3.2 CERTIFICATION

Garments that are represented as being compliant with NFPA Standard 1971, "Protective Clothing for Structural Fire Fighting," most current edition, shall be certified as so.

Underwriters' Laboratories shall perform all certifications. **NO EXCEPTIONS.**

### 3.4 DELIVERY

Contractor shall complete delivery of order within sixty (60) calendar days after receipt of completed purchase order with requested sizes. Delivery must be complete and all items must comply with the provisions of the contract.

### 3.5 WARRANTY

Manufacturer shall warrant garments to be free from defects in materials and workmanship, when properly used and cared for, for three (3) years after date of delivery.

Manufacturer shall provide a written statement with each garment defining the conditions of the warranty.

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### 3.6 OPTIONS FOR FUTURE PURCHASES

Contractor shall agree to extend the term of its agreement with the City of Long Beach, regardless of quantity ordered, for up to two periods of one year each.

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### 3.7 PRODUCT TRAINING

Contractor shall provide one (1) training session to personnel designated by the Long Beach Fire Department. Training shall include, but not be limited to: proper donning, doffing, cleaning, inspection, maintenance, and limitations of the protective clothing system. Training shall be done in person within thirty (30)-days after receipt of final unit. The Long Beach Fire Department retains rights to reproduce any aspects of the training program for use within the Department.

### 3.8 USER INFORMATION MANUAL

Manufacturer shall attach a detailed user information manual that complies with the most current NFPA Standard with each garment. The manual shall include information on cleaning, care, inspection, donning, doffing, repair, storage, etc.

### 3.9 FIELD REPAIR

Manufacturer shall provide to Long Beach Fire Department written authorization to perform limited field level repair and/or minor alternations. Manufacturer shall specify the extent of these types of repairs.

Manufacturer shall certify a repair facility to do advanced procedures to the garment and maintain its compliance to the standard. These procedures shall include, but are not limited to:

- Vapor barrier repair
- Major seam repair
- Hydrostatic testing of the vapor barrier
- Access to the tracking system

*NOTE: SOLUTIONS SAFETY SERVICES  
IS A LION APPAREL AUTHORIZED  
SERVICE AND REPAIR FACILITY*

Solutions Safety Services of Huntington Beach, California and Ensemble Care and Maintenance Service of Las Vegas, Nevada and Los Angeles, California are the contracted vendors used by the Long Beach Fire Department for repairs and alterations. If other vendors for repair and testing are used, they shall be submitted for approval to the manufacturer.

#### 4. GENERAL DESIGN AND COMPONENT PROVISIONS

##### 4.1 LABELING

Each garment shall have garment labels permanently and conspicuously attached stating at least the following language and detailed warning instructions provided by the manufacturer:

**Do Not Remove This Label**

**THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971,  
STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, *xxxx*  
(*most recent*) EDITION**

**MADE IN THE U.S.A.**

##### 4.2 TRACKING LABEL SYSTEM

There shall be a PDF417, two (2)-dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number
- b. item description (brand, model, material color)
- c. lot information (date of mfg., size, etc.)
- d. material description and lot identification
- e. the standard to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a thirty percent (30%) "error correction" capability.

The tracking system shall also allow the authorized repair facility and Long Beach Fire Department to document any repairs or modifications done to the garment during the life span of the garment. The Long Beach Fire Department shall retain access to any information held within the tracking system.

#### 4.3 THREAD

Garment shall be constructed of one hundred percent (100%) Nomex thread.

#### 4.4 STITCHING/SEAMS

Stitching and seams shall comply with the current NFPA Standard.

Stitching in all seams shall be continuous. Joined stitching in mid-seam are not acceptable. Seams that are unfinished are not acceptable.

#### 4.5 REINFORCEMENT

All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly, shall be reinforced using a forty-two (42)-stitch minimum bar tack.

Rivets shall not be utilized for reinforcement to avoid structural damage to the garment.

#### 4.6 MODULAR DESIGN – JACKET AND TROUSERS

User shall have the ability to replace liners or shells without returning the garment to the manufacturer.

Liners or shells that are to be replaced shall come from the manufacturer with all necessary hardware and accessories factory installed as specified. Liners or shells that are replaced shall install and fit exactly as the original component.

Exception to this replacement provision is acceptable should changes occur in the garment design after five (5) years.

#### 4.7 OUTER SHELL – JACKET AND TROUSER

The jacket and trouser outer shell shall be constructed of Southern Mills, Advance, Nomex/Kevlar blend with an approximate weight of seven (7.0) oz/sq. yd. in a rip stop weave, and shall be treated with a water-repellent finish. Color of shell shall be TAN.

#### 4.8 MOISTURE BARRIER – JACKET AND TROUSER

Nomex substrate laminated to a lightweight breathable, Crosstech (Type 2C), Teflon membrane; weighing three and three-quarters (3.75) oz./sq. yd.

#### 4.9 SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum .875 inch wide sealing tape. One (1) side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

#### 4.10 THERMAL INSULATING LINER – JACKET AND TROUSER

The thermal liner shall be constructed of three and one-half (3.5) oz./sq. yd. Glide (Nomex filament/spun) face cloth quilted to virgin fifty percent (50%) Kevlar/fifty percent (50%) Nomex IIIA batting weighing approximately three and three-quarters (3.75) oz./sq. yd. (Total weight +/- 7.25 oz./sq. yd.)

The jacket liner shall be provided with an eight and one-half inch (8.5") by eight and one-half inch (8.5") pocket, constructed of black outer shell material, affixed to the left side. The pocket shall be provided with a flap, rectangular in shape, constructed of two (2) layers of outer

shell material and shall measure one-half inches (.5") wider than the pocket. The pocket flaps shall be closed by means of flame resistant hook and pile (e.g. Velcro) fastener tape.

An additional pocket constructed of garment outer shell fabric shall be affixed to the outside of the liner pocket and designed to accommodate pencils or pens. The pen/pencil pocket shall measure two and one-half inches (2.5") wide by five inches (5") long.



#### 4.11 METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKET AND TROUSER

Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion.

The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. Small inspection access areas are allowed. These are to be secured with Velcro. The moisture barrier/thermal liner shall finish no more than 2" from the cuffs

The thermal liner and moisture barrier shall be completely removable from the jacket shell.

To prevent a compromise in thermal and moisture protection at the neckline seam as a result of diminished adhesion associated with exposure to heat, washing and lint, a continuous strip of pile fastener tape shall be sewn to the underside of the collar facing (see Neckline Interface) and shall engage a corresponding continuous piece of hook fastener tape at the neck area of the liner.

**To prevent the possibility of burn injuries to the user and to minimize the bulk of the neckline facing, snap fasteners shall NOT be utilized in the neckline facing.**

The remainder of the thermal liner/moisture barrier shall be secured with a minimum of five (5) snap fasteners appropriately spaced on each jacket facing, two (2) snap fasteners at each sleeve end and three (3) snap fasteners mounted on aramid fabric leaders, evenly spaced along the hem line of the jacket.

The thermal liner and moisture barrier shall be completely removable from the trouser shell.

Nine (9) snap fasteners shall be spaced along the waistband interface to secure the

thermal liner/moisture barrier to the shell. Two (2) Nomex snap tabs measuring approximately one inch (1") long shall be bar-tacked to the inside of each leg of the outer shell. The tabs shall be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the trouser liner. The tab mounted snap fasteners shall secure the trouser thermal liner/moisture barrier to the outer shell.

Zippers may be allowed at liner interfaces – YKK only, along coat front facings and pants hem.

#### 4.12 HOOK AND PILE

All references to Hook and Pile shall be flame resistant Velcro, black in color.

#### 4.13 ZIPPERS

Any zippers used shall be YKK zippers.

#### 4.14 RETRO REFLECTIVE FLUORESCENT TRIM – JACKET AND TROUSER

The retro reflective fluorescent trim shall be Scotchlite® II, Triple Trim, lime/yellow with silver center. Apertured trim may be considered.

#### 4.15 TRIM PATTERN – JACKET

High Visibility (HV) style trim.

A three inch (3") stripe around the bottom of the jacket, within approximately one inch (1") of the hem.

A three inch (3") stripe horizontally, across the chest area.

A three inch (3") stripe, around each sleeve, above the elbow.

A three inch (3") stripe across the shoulders, on the back, immediately below the upper back reinforcement layer.

Two (2) vertical three inch (3") stripes on the back (one (1) on each side) beginning at the bottom of the jacket and extending up to the upper back trim stripe.

#### 4.16 TRIM PATTERN – TROUSER

One (1) three inch (3") stripe around each leg, below the knee.

#### 4.17 LETTERING

Each jacket shall be provided with lettering, affixed to the upper back, above the trim pattern. Lettering shall be "LBFD" in three inch (3"), Scotchlite® I lime yellow letters.

#### 4.18 REINFORCED TRIM STITCHING

Retro Reflective trim shall not separate from the garment after extended use in high heat environments and repeated washings. Trim stitching methods may include, but are not limited to:

- Stitching reinforced with flame resistant cording material
- Multiple lines of lock stitching

### **5. JACKET REQUIREMENTS**

#### 5.1 JACKET GENERAL REQUIREMENTS

The jacket length shall be measured from the juncture of the collar and back panels to the hem of the jacket and shall measure thirty-two or thirty-five inches (32" or 35") long.

The jacket shall be available in even size chest measurements of two inch (2") increments and shall range from a small size of thirty (30) to a large size of sixty (60). Sizing specifically for women shall also be available.

Generalized sizing, such as small, medium, large, etc., is not acceptable.

From a rest (arm at side) position to a stretch (arms fully extended overhead) position the garment shall not rise more than three (3) to four (4) inches and drop more than two (2) to three (3) inches off the wrist with and without Scott "Nex-Gen" SCBA on.

## 5.2 JACKET BODY

The body of the shell and liner assembly shall be constructed of three (3) separate body panels consisting of two (2) front panels and one (1) back panel. The body panels shall be shaped so as to provide tailored fit, thereby enhancing body movement and shall be joined together by double stitching.

## 5.3 JACKET SLEEVES

The shell and liner of the sleeves shall be contoured (curved) to follow the natural shape of the human arm. **Designs using straight, tubular sleeve configurations are not acceptable.** The sleeves shall be of two (2) panel construction and of set in design. The outer and under sleeve panels shall be double-stitched together.

An underarm gusset shall be incorporated between the underside of the sleeve and the body of the jacket and shall be used in all layers of the garment (shell and moisture barrier/thermal liner). The underarm gusset shall measure approximately five inches (5") wide by seventeen inches (17") long (all layers) and graded to size, beginning at the front of the armpit and terminating approximately three inches (3") from the top of the back of the shoulder and shall provide for a high degree of uninhibited arm and shoulder movement.

## 5.4 ELBOW REINFORCEMENTS

The elbows of the outer shell sleeves shall be reinforced with an extra layer of outer shell material. The elbow reinforcements shall be of two (2) piece design. The two (2) piece design allows the elbow reinforcement to follow the contour of the sleeve and shall be double stitched together into the under sleeve seam. The remainder of the elbow reinforcement shall be double stitched to the respective outer and under sleeve panels.

The overall dimensions of the elbow reinforcements shall measure approximately seven inches (7") wide and nine inches (9") high.

### 5.5 PADDED ELBOWS

Padding for the elbows shall be accomplished with one layer of neoprene coated aramid batt or fire retardant closed cell neoprene. The padding shall be sandwiched between the shell and the elbow reinforcement layers.

### 5.6 JACKET CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with suede leather, gray in color. The cuff reinforcements shall not be less than three inches (3") in width and folded in half, approximately one-half (1/2) inside and one-half (1/2) outside the sleeve-end for greater strength and abrasion resistance. The cuff reinforcement shall be stitched to the sleeve-end with four (4) uniform rows of stitching. The last row of stitching shall be not less than three-sixteenths of an inch (3/16") from the sleeve edge.

### 5.7 JACKET GLOVE INTERFACE – WRISTLET ASSEMBLY

The jacket shall be provided with a wristlet assembly designed to provide redundant protection from heat, water and other hazardous elements, when the arms are raised.

The wristlets shall be Nomex knit, hand and wrist guards (over the hand) not less than nine inches (9") in length and of double thickness. A separate thumbhole with an approximate diameter of two inches (2") shall be recessed approximately one inch (1") from the leading edge. **Sewn thumbhole tabs are not acceptable.**

The wristlets shall be sewn to flame resistant neoprene coated cotton/polyester moisture barrier material, which in turn shall be sewn to the inside of the sleeve shell approximately five inches (5") from the sleeve cuff. The neoprene moisture barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately five inches (5") up, where it joins the sleeve well and is double stitched to the shell.

Two (2) Nomex snap tabs shall be sewn into the juncture of the sleeve well and wristlet. The tabs shall be spaced equidistant from each other and shall be fitted with female

snap fasteners to accommodate corresponding male snaps in the liner sleeves.

#### 5.8 COLLAR ASSEMBLY

The collar shall be a minimum of four inches (4") high and graded to size. **The leading edges of the collar shall curve beyond the leading edges of the jacket front body panels so that no gap occurs at the throat area, even without the throat closure engaged.** The collar shall retain an upright orientation after repeated use and laundering.

The collar shall consist of four (4) layer construction and be of two (2) piece design. The four (4) layers shall consist of two (2) layers of outer shell material with two (2) center plies of breathable moisture barrier material sandwiched between.

One (1) ply of moisture barrier material shall be sewn to the inside of the collar with four (4) lateral rows of stitching for reinforcement. The other ply of moisture barrier material shall be sewn to the inside of the collar at the edges only and shall extend down into the exterior extension panel (see description below).

The collar shall be joined to the body panels on the outside by an extension panel. The extension panel shall be constructed of outer shell material and lined on the inside with the layer of breathable moisture barrier material (sewn only along the edges) that extends down from the collar.

#### 5.9 NECKLINE INTERFACE – ENVIRONMENTAL SEAL

A collar facing constructed of Nomex IIIA outer shell fabric shall be affixed to the bottom of the collar on the inside. It shall serve to eliminate potential gaping between the collar and liner interface, while securing the liner to the neck area of the coat. The facing shall measure approximately one inch (1") wide and run the length of the collar. A continuous strip of flame resistant pile fastener tape shall be sewn to the underside of the collar facing and shall engage a corresponding piece of flame resistant hook fastener tape at the neck area of the liner.

#### 5.10 COLLAR CLOSURE STRAP

The collar closure strap shall be constructed of two (2) plies of outer shell material with two (2) center plies of breathable moisture barrier material, and shall measure not less than four inches (4") wide by nine inches (9") long.

The collar closure strap shall be secured in either the closed or stowed position with flame resistant hook and pile fastener tape. A two inch (2") by three inch (3") piece of flame resistant pile fastener tape shall be sewn vertically to the inside of the end of the closure strap. A corresponding piece of flame resistant hook fastener tape measuring two inches (2") by three inches (3") shall be sewn horizontally to the outside of the collar, thereby providing a high degree of collar strap adjustment when wearing a breathing apparatus mask.

In order to provide a means of storage for the closure strap when not in use, a two inch (2") by two inch (2") piece of flame resistant hook fastener tape shall be sewn to the collar immediately in front of the closure strap. The collar closure strap shall fold in half with the flame resistant pile fastener tape engaging the hook fastener tape.

#### 5.11 HANGER LOOP

The jacket shall have two (2) hanger loops, one (1) sewn to the inside of the coat at the neckline and one (1) sewn to the outside at the neckline.

These shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by either hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for (1) minute.

#### 5.12 SHOULDER AND UPPER BACK THERMAL ENHANCEMENT AND REINFORCEMENT

An additional layer of outer shell material shall be used to increase thermal insulation and to reinforce the upper back area of the jacket. This reinforcement layer shall extend from shoulder seam to shoulder seam and from the juncture of the collar and back

panel to a depth of seven and one-half inches (7.5").

The upper back and shoulder reinforcement layers shall terminate at the juncture of the sleeve and body panels where they shall be double stitched and at the juncture of the collar and three body panels where they shall be double stitched.

#### 5.13 PADDED UPPER BACK

Padding for the upper back area shall be accomplished with an additional layer of 2.7 oz/sq. yd E-89 spun-laced aramid material of eighty-five percent (85%) Nomex/fifteen percent (15%) Kevlar, 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 seven- inches (7") down, over the tops of shoulders and down the front approximately four inches (4") and across the back ending at the armhole.

#### 5.14 SHOULDER PADDING

Padding for the shoulders shall be accomplished with a six inch (6") wide area at the top of the shoulders extending from the shoulder seam to a width of four inches (4") at the collar shall be capped with outer shell material for abrasion resistance and thermal protection. Additional thermal protection and cushioning shall be provided with one (1) layer of Southern Mills neoprene coated aramid batt "Arafil" material or one (1) layer of one-eighth inch (1/8") thick, fire retardant closed-cell foam. This padding shall be oriented between the outer shell and the shoulder cap reinforcement.

#### 5.15 EXPANSION BACK

In addition to the underarm gussets, the jacket shall have features that enhance mobility and freedom of movement.

The back of the jacket outer shell shall be provided with two (2) inverted pleats (one (1) each side). The inverted pleats (one (1) each side) shall be installed at the junctures of the front and back body panels. The inverted pleats shall begin at the back of each



shoulder reinforcement layer and extends vertically down the sides of the jacket approximately seventeen inches (17"). At that point, a row of double stitching shall run horizontally across the back of the jacket securing the terminus of the pleats. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the bottom. The liner composite shall have a single inverted pleat located at the upper middle of the back. It shall be designed to expand with the outer shell pleats to their maximum expansion.

#### 5.16 JACKET POCKETS – EXPANSION (BELLOWS)

One (1) pocket on each side, constructed of outer shell fabric, measuring approximately two inches (2") deep, by eleven inches (11") wide, by nine inches (9") high, shall be double-stitched to both the right and left jacket body panels and positioned on the hem line. Two (2) rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water.

The pocket flaps shall be rectangular in shape, constructed of two (2) layers of outer shell material and shall measure three inches (3") deeper than the pocket expansion and one-half inch (.5") wider than the pocket. The pocket flaps shall be closed by means of flame resistant hook and pile fastener tape. Two (2) pieces of flame resistant one and one-half inch (1.5") by three inch (3") hook fastener tape shall be installed vertically on the inside of each pocket flap (one (1) piece each end). Two (2) corresponding pieces of flame resistant one and one-half inch (1.5") by three inch (3") pile fastener tape shall be installed horizontally on the outside of each pocket near the top (one (1) piece each end) and positioned to engage the hook fastener tape. A secondary closure system shall use two (2) snaps per pocket. The upper pocket corners and pocket flaps shall be reinforced with bar-tacks.

#### 5.17 POCKET REINFORCEMENTS

The jacket pockets shall be completely lined on the inside with a pouch constructed of Kevlar twill fabric.

#### 5.18 POCKET DIVIDER

The right side pocket shall be provided with a divider constructed of Kevlar twill fabric. The divider shall be positioned three and one-half inches (3.5") from the front of the pocket.

#### 5.19 POCKET – UTILITY (RADIO, FLASHLIGHT, ETC)

Pocket shall be a box type, constructed of outer shell material, double-stitched to the coat, and provided with one (1) drainage eyelet in the bottom of the pocket. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester moisture barrier material to ensure that the contents of the pocket are protected from the elements.

The pocket flaps shall be rectangular in shape and constructed of two (2) layers of outer shell material with one (1) center ply of neoprene coated cotton/polyester moisture barrier material. The pocket flaps shall measure five inches (5") deeper than the pocket expansion and one-quarter inch (.25") wider than the pocket.

The pocket flap shall be closed by means of a flame resistant hook and pile fastener tape. A two inch (2") by three inch (3") piece of flame resistant hook fastener tape shall be installed vertically on the pocket flap beginning at the center of the bottom of the flap. A two inch (2") by two inch (2") piece of flame resistant pile fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape.

The pocket shall be designed for a Motorola Saber portable radio and shall be located on the right front jacket panel.

#### 5.20 MICROPHONE STRAP

Each jacket shall be provided with a strap constructed to hold a microphone for a portable radio. The microphone strap shall be constructed of double layer outer shell material and shall be sewn and reinforced with bar tacks to the jacket at the ends only.

The strap shall be positioned above the radio pocket, as high as possible and not interfere with the SCBA shoulder straps.

#### 5.21 BREATHING APPARATUS FACE MASK POUCH

Each jacket shall be provided with a pocket, square shaped type, and designed to accommodate a breathing apparatus facemask (similar to Scott "Nex-Gen" with voice amplifier and low pressure regulator attached). The pocket shall measure approximately six inches (6") deep by ten inches (10") wide by ten inches (10") high, constructed of outer shell material. Two (2) metal drain eyelets shall be installed in the bottom of the pocket.

The pocket closure shall consist of heavy-duty, double pull, zipper mounted on the right side of the top of the pocket (as oriented to the wearer). The pocket shall be positioned on the left chest, approximately two inches (2") above the bellows pocket.

#### 5.22 POUCH AND POCKET ACCESSABILITY

**All pockets and the pouch shall be accessible to the wearer with a Scott "Nex-Gen" SCBA donned.**

#### 5.23 JACKET FRONT

The jacket front shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection. The facings shall measure one and one-half inches (1.5") wide, extend from collar to hem, and be sewn to the underside of the outer shell at the leading edges of the front body panels.

Breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it.

#### 5.24 JACKET STORM PANEL

A rectangular storm panel measuring two and three-quarter inches (2.75") wide and

twenty-six inches (26") long shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection. The outside storm panel shall be constructed of two (2) plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm panel shall be double-stitched to the right side body panel and shall be reinforced at the top and bottom with bar-tacks.

#### 5.25 SECURING SYSTEM FOR STORM PANEL AND JACKET FRONT

The storm panel shall close over the left and right jacket body panels and be secured by means of four (4) non-ferrous inward facing hooks and D-rings. The D-rings shall be secured to the leading edge of the storm panel with two (2) rivets. The rivets shall be reinforced on the underside of the storm panel with leather. Four (4) inward facing hooks shall be attached to the left front body panel with three (3) rivets for each hook. The rivets shall be reinforced on the inside of the body panel with a single circular piece of leather for each hook. The inward facing hooks shall be positioned in such a manner that they engage the D-rings when the storm panel is closed over the front of the jacket. The interior of the jacket shall be secured with four (4) snap fasteners located along the leading edge of the left and right jacket body panels.

## **6. TROUSER REQUIRMENTS**

### 6.1 TROUSER GENERAL REQUIREMENTS

The pant is designed to be worn with any 32" or longer coat, the relatively short rise from crotch to waist is, when properly fitted to the individual, an ergonomic enhancement to provide less restriction when bending or crawling. The pant shell and moisture barrier/thermal liner shall be oversized from the wearer's waist measurement to assure adequate air space within the pant, and maximum mobility without restriction of the lower torso.

### 6.2 TROUSER SIZING

The trouser shall be available in even size waist measurements of two-inch (2") increments and shall be available in a range of sizes from twenty-four (24) to fifty-six

(56). The trouser inseam measurement shall be available in two-inch (2") increments.

Generalized sizing, such as small, medium, large, etc., is not acceptable.

### 6.3 TROUSER BODY

The body of the shell shall be constructed of four (4) separate body panels consisting of two (2) front panels and two (2) back panels. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement. The waist and waistband shall be shaped to rise slightly in the back above the normal level of the waist to ensure the trousers shall not be drawn down (exposing the small of the back) while crawling or bending.

### 6.4 STORM FLY/CLOSURE

The outer shell shall have an overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, (1) snap shall be positioned at the inside top of the fly. Pant closure shall be provided by #9 brass zipper.

The storm fly shall be outer shell material, lined with a 3.5" strip of CROSSTECH® (Type 2C) moisture barrier material to prevent wicking.

### 6.5 THERMAL FLY ASSEMBLY

The moisture barrier/thermal liner shall 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 shall be positioned between the layers of the outside storm fly. A 3/4" wide x 9" long hook fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding loop fastener on the underside of the outside storm fly.

**The trouser closure system shall have sufficient overlap to assure complete coverage, even without all of the fasteners engaged.**

#### 6.6 WAISTBAND

The waist of the pants shall be reinforced on the inside with two- (2) ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be turned under to provide double material strength with the independent waistband, which shall then be double stitched to the outer shell. Eight suspender buttons shall be appropriately spaced around the waistband to accommodate the use of suspenders.

#### 6.7 BELT LOOPS

The waistband shall have five (5) evenly spaced belt loops wide enough to accommodate a two (2) inch belt. These are to be secured with bar tacks.

#### 6.8 TAKE UP STRAPS

Each trouser shall be equipped with one (1) take up strap, positioned in the waist area of the left and right body panel. Each take up strap shall be constructed of double thickness garment outer shell material and comprised of two (2) sub-component straps. The rear strap component shall be one inch (1") wide and four inches (4") long, folded back on itself to form a loop, and shall be box-stitched to the trousers. The loop shall hold a high temp thermoplastic buckle. The buckle shall point toward the front.

The front strap component shall measure one inch (1") wide by approximately seven inches (7") long (finished dimensions). One (1) end shall be folded back on itself to form a loop. A high temp thermoplastic slide fastener shall be captured within the loop. The front strap component shall be inserted through the buckle on the rear strap component, back through the slide fastener, and the end shall be box-stitched to the trousers. A pull-tab of quadruple thickness garment outer shell material shall be affixed to the slide fastener.

The take up strap pull-tabs shall pull toward the front to tighten. This shall allow for

approximately two inches (2") of adjustment per strap (four inches (4") overall).

#### 6.9 RADIAL INSEAM BAND

The pant inseam shall incorporate a comfort/mobility design in all layers. This design shall eliminate crotch seams, providing for a more comfortable fit while decreasing bunching of materials. Mobility shall be gained through this design by increasing leg circumference. This design shall reduce restriction of leg movement.

The banded pant insert shall run continuously from the top of the mobile knee of one leg, through the crotch, to the top of the mobile knee of the opposite leg.

#### 6.10 KNEE DESIGN

The knee shall incorporate a comfort/mobility design in all layers. This design shall allow for a natural bending motion of the knee. The knee shall be split cowhide leather (gray) material and measure nine inches (9") across the bottom, not less than seven inches (7") on the sides and gradually increase to twelve inches (12") at the center point at the apex. The apex of the knee shall allow for not less than a one and one half inch (1.5") bellows at the center. The radial seam shall provide a gusset that the knee can fall into when crawling, climbing, bending, kneeling, etc. The bottom of the mobile knee shall be placed not less than ten inches (10") from the cuff to fall anatomically correct. For added thermal protection, an additional layer of one-eighth inch (1/8") thick, fire retardant closed-cell foam or equivalent shall be positioned between the moisture barrier and thermal liner.

**Straight tubular designed legs are not acceptable.**

#### 6.11 TROUSER POCKETS – SEMI-BELLOWS

Each trouser shall be equipped with one (1) each side, semi-expansion pocket installed on the left and right body panels, straddling the outside seam and positioned mid-thigh. The pockets shall be constructed of garment outer shell material, double stitched to the body panel and measure approximately ten inches (10") wide by ten inches (10") high. The rear of the pocket shall measure two inches (2") deep, tapering to zero inches (0")

in the front. Two (2) rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water.

The pocket flaps shall be rectangular in shape, constructed of two (2) layers of outer shell material, measure three inches (3") deeper than the pocket expansion and extend on less than one-quarter inch (.25") wider than the pocket. The pocket flaps shall be closed by means of hook and pile fastener tape. One (1) piece of one and one-half inch (1.5") by three inch (3") hook fastener tape shall be installed vertically on the inside of each pocket flap, two inches (2") from each end. One corresponding piece of one and one-half inch (1.5") by three inch (3") pile fastener tape shall be installed horizontally on the outside of each pocket, one-half inch (.5") from each end and positioned to engage the hook fastener tape. Secondary pocket closure using two (2) evenly spaced snaps per flap is also required. The upper pocket corners and pocket flaps shall be reinforced with bar-tacks.

#### 6.12 POCKET REINFORCEMENTS

The trouser semi-bellows pockets shall be completely lined on the inside with Kevlar twill fabric.

#### 6.13 HIP PATCH POCKETS

The trousers shall be equipped with one each side hip style patch pocket, constructed of garment outer shell material, double stitched to the left and right back body panels and measure approximately eight inches (8") wide by eight inches (8") deep. The lower pocket corners shall be stitched in such a way that a small diagonal opening is left for complete water drainage.

The pocket flaps shall be constructed in such a way that a small diagonal opening is left for complete water drainage. The pocket flaps shall be constructed of two (2) layers of garment outer shell material, rectangular in shape, and shall measure three inches (3") deep and one-half inch (.5") wider than the pocket. The pocket flaps shall be closed by means of hook and pile fastener tape. A one and one-half inch (1.5") by three inch (3")



piece of hook fastener tape shall be installed horizontally on the inside of the pocket flap near the center of the bottom of the flap. A corresponding piece of one and one-half inch (1.5") by three inch (3") pile fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. A secondary closure system using a single snap per pocket is required. The tops of the pockets and the pocket flaps shall be further secured to the outer shell at the upper corners with bar-tacks.

#### 6.14 TROUSER CUFF REINFORCEMENTS

The cuff area of the trousers shall be reinforced with gray suede leather. The cuff reinforcement shall not be less than three inches (3") in width and folded in half, approximately one-half (.5) inside and one-half (.5) outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be stitched to the outer shell with four (4) rows of stitching.

## 7. COMPLIANCE VERIFICATION

The parties hereto have reviewed and complied with the requirements of this document.

Company Name Allstar Fire Equipment

Corporate Officer (please print) Joseph A. Sposato

Corporate Officer (signature and initial) 

Title President

Date 09/07/06

Manufacturer Name Lion Apparel

Representative (please print) Dennis Smith

Representative (signature and initial) 

Title Regional Sales Manager

Date 09/07/06

BID SECTION

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WE ARE PLEASED TO SUBMIT THIS BID IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO FURNISH AND DELIVER THE FOLLOWING EQUIPMENT, MATERIAL, SUPPLIES OR SERVICES FOB DESTINATION CITY OF LONG BEACH.

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SALES TAX

UNIT EXTENSION PRICES STATED HEREIN SHALL NOT INCLUDE SALES TAX.

SUMMARY OF BID ITEMS

ITEM NO	QTY	U/M	DESCRIPTION	UNIT COST	BRAND/MFG.	MODEL NO.
1	1	EA	TURNOUT COAT	\$ <u>760.50</u>	<u>Lion Apparel</u>	<u>Super Deluxe CSTM</u>
2	1	EA	TURNOUT TROUSERS	\$ <u>413.05</u>	<u>Lion Apparel</u>	<u>Super Deluxe PSDM</u>

\* As an alternative on the pants we offer the Lion Apparel V-Force Style  
Bid Sample Included- Price each = \$532.20 Pr

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Initial 

## City of Long Beach, CA

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### Commonly Made Errors

The following are commonly made errors when submitting a bid to the City of Long Beach:

It is essential that all requirements of the bid are completed as specified.

- **Instructions concerning signatures (page 2 on bid) are NOT followed.**
- **When the bid is signed by someone other than the corporate officer(s) a certified corporate resolution MUST accompany the bid.**
- All pages of the Invitation to Bid are not returned as required.
- Invitation to Bid document is not fully completed as required.
- Notarial Acknowledgment is not submitted when required; i.e., companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Invitation to Bid; P.O. Boxes are not acceptable) are required to submit a Notarial Acknowledgment of Corporate Officer or of the authorized person that has signed the bid.  
**NOTE:** Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietor (individuals) or limited liability company.
- When bonds are required (Labor & Material or Performance Bonds), and Notarial Acknowledgments are not submitted. Three acknowledgments are required; two for the Principal (company submitting the bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor & Material and Performance Bonds. Labor & Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Invitation to Bid is submitted).  
**NOTE:** Bid Bonds require only two acknowledgments; one for the Principal (company submitting the bid), and one for the Surety (bonding company).
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Invitation to Bid does not match the title shown on the Notarial Acknowledgment; (i.e., the signature on the Invitation to Bid appears to be the President. The same signature appears on the Notarial Acknowledgment, but the title differs (Vice President).
- The person that signed the Invitation to bid differs from that of the Notarial Acknowledgment.
- **A Certified Corporate Resolution does not accompany bid when bid is signed by a person other than a corporate officer. [LINK TO SAMPLES OF ACCEPTABLE DOCUMENTATION TO ALLOW OTHER SIGNATURE.](#)**
- When references are required, they are not submitted with bid.
- Bids are not submitted on time (11:00 am) to the proper location (City Clerk's Office - Plaza Level of City Hall).
- Contractor does not allow for firm pricing when submitting Invitation to Bid as required.
- The Invitation to Bid is not signed.



September 6, 2006

City of Long Beach  
City Clerk  
333 W. Ocean Blvd/Plaza Level  
Long Beach, Ca 90802

Ref: Bid #PA-00107 Due 9/7/06 11:00 am

To follow is a list references that have recently purchased Lion Apparel turnout gear from Allstar Fire Equipment:

City of Burbank FD  
311 E. Orange Grove  
Burbank, Ca 91502  
Chief Robert Trowbridge  
1-818-238-3411

City of Santa Barbara FD  
121 W. Carrillo St  
Santa Barbara, CA 93101  
Chief John Ahlman  
1-805-965-5254

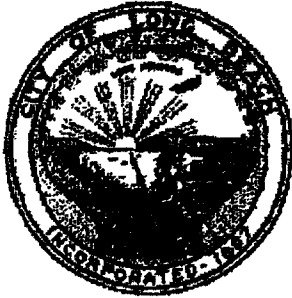
Orange County Fire Authority  
1 Fire Authority Rd  
Irvine, Ca 92602  
Russ Snider  
1-714-744-0561

Please call me with any questions you may have.

Regards,

A handwritten signature in black ink, appearing to read "John Sprengelmeyer", is written over the word "Regards,".

John Sprengelmeyer  
Bid Analyst/Sales



## **CITY OF LONG BEACH** **ADDENDUM ONE**

**RE: BID NO. PA-00107 FURNISH & DELIVER TURNOUT COATS & TROUSERS**

August 16, 2006

### **TO: ALL BIDDERS**

When submitting bid, (1) remove previous bid page and insert corrected bid page, if applicable, (2) include additional or new pages not previously provided and (3) include this addendum.

**Please note the following change(s).**

Page 5 – **BID DUE DATE** – Has been extended to Thursday, September 7, 2006 (page attached).

Additional or new pages – Addressing changes to the new edition of NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1971 PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING (pages attached).

For questions regarding the NFPA requirements, please contact Steve Raganold at (562) 570-1203. For all other questions, please call Karie Webber, Buyer, at (562) 570-6200.

BY ORDER OF:

  
Jana Vargas  
Purchasing Manager

JV/kdw  
Enc (2)

1 LONG BEACH FIRE DEPARTMENT  
2 PERFORMANCE AND CONSTRUCTION SPECIFICATIONS  
3 PROTECTIVE JACKET AND TROUSERS  
4 FOR STRUCTURAL FIREFIGHTING  
5 2006 Edition  
6 ADDENDUM – August 16, 2006

7 /

8 SCOPE

9 The Long Beach Fire Department Performance and Construction Specification Addendum  
10 (“Addendum”) contains additional language for the design, performance, and equipment features  
11 that are intended to protect the user from the hazards specifically associated with structural  
12 firefighting. This specifically addresses some of the changes that the new edition of  
13 NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 1971 PROTECTIVE CLOTHING  
14 FOR STRUCTURAL FIRE FIGHTING includes. Although the original specification require that  
15 the garments be constructed in accordance with the most current edition of the standard, the 2006  
16 specification is released at a transition point between NFPA editions. **Only bids compliant to the  
17 newer standard will be considered.**

18 /

19 Bid acceptance, general specification requirements and exception criteria described in the  
20 original document shall be binding. Any construction features and specifications from the  
21 original that are not in accordance to the new NFPA 1971 standard will be altered so that they  
22 are compliant. All changes made based on this Addendum shall be clearly referenced to the new  
23 standard in separate documentation submitted at the time the bid is received.

24 /

25 Additional documentation requirements include:

26 A copy of this Addendum with each page initialed by a Manufacturer’s Representative indicating  
27 compliance and the last page shall be signed and dated by the Bidder’s corporate officer and the  
28 Manufacturer’s Representative

29 /

30 /

