

BID NUMBER ITB FD14-089
TO: CITY OF LONG BEACH
PURCHASING DIVISION
ATTN: CITY CLERK
333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID
FIRE TURNOUTS

CONTRACT NO. **34142**

- 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 CA ON THE 5 DAY OF SEPTEMBER, 2014
CITY STATE MONTH

COMPANY NAME: ALLSTAR FIRE EQUIPMENT TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 12328 LOWER AZUSA ROAD CITY: ARCADIA STATE: CA ZIP: 91006

PHONE: (626) 652-0900 FAX: (626) 652-0919

S/ *Joseph A. Spasato* PRESIDENT
(SIGNATURE) (TITLE)

JOSEPH A. SPOSATO JOES@ALLSTARFIRE.COM
(PRINT NAME) (EMAIL ADDRESS)

S/ *Gabe Sayegh* VICE PRESIDENT
(SIGNATURE) (TITLE)

GABE SAYEGH GABEALLSTAR@GMAIL.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

1/7/14
Date

APPROVED AS TO FORM 12-17, 2015
CHARLES PARKIN
CITY ATTORNEY
[Signature]
Deputy

Rev 01.27.10

BID NUMBER ITB FD14-089

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

Corporation State of CA

Partnership State of _____

General Limited

Joint Venture

Individual DBA _____

Limited Liability Company 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)

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

PARTNERSHIP

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

CORPORATION

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

OR

- 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.
- Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- 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.)
- 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 562-570-6020.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On 9/5/2014 Before me, _____
DATE

Notary Public
NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared JASON BROEDE
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]
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 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 fourteen (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.

The 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.

10. BUSINESS LICENSE:

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

INSTRUCTIONS TO BIDDERS

Company Name: _____

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Composition of Ownership (more than 51%)

Black	()	American Indian	()
Hispanic	()	Other Non-white	()
Asian	()	Caucasian	()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

11. PUBLIC WORK AND PREVAILING WAGES:

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

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, 9th 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 Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The 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.

13. 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.

14. 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.

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

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

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> 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:

16. 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.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK - MICHELLE KING
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: JUNE 30, 2014

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)

<u>MICHELLE KING</u>	<u>(562) 570-6020</u>
PURCHASING	TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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 five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN

INSTRUCTIONS TO BIDDERS

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.)

19. 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.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a 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 Contractor for such an adjustment must be made within thirty (30) 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 (90) 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.

CONTRACT - GENERAL CONDITIONS

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 and all loss, including but not limited to fines, penalties and corrective 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 the 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

CONTRACT – GENERAL CONDITIONS

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 Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent 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. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE 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 the 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 its 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 the 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, its 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 insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and 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.

CONTRACT – GENERAL CONDITIONS

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.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages 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 the 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.

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

D. INDEMNITY

- (1) Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (a) Contractor's breach or failure to comply with any of its obligations contained in this contract, or (b) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this contract (collectively "Claims" or individually "Claim").
- (2) In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.
- (3) If a court competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (a) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (b) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
- (4) The provisions of this Section shall survive the expiration or termination of this contract.

- 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.

PROJECT OVERVIEW

The City of Long Beach is requesting bids for the purchase of Protective Jacket and Trousers for Structural Firefighting for the Long Beach Fire Department.

TASK	DATE/TIME
Bid release date:	June 20, 2014
Deadline for submitting questions/or approved equals	July 15, 2014 by 11:00 am
Answers to all questions submitted available	July 23, 2014 by 11:00 am
Deadline for submission of bids	July 30, 2014 by 11:00 am

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

BID SUBMISSION INSTRUCTIONS

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- Reference List
- W-9 Form
- Insurance Requirements

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and three (3) copies marked "COPY", and one digital copy on flash drive or disk. All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach
C/O City Clerk
Attn: Michelle King
333 W. Ocean Blvd., Plaza Level
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

ITB FD 14-089 – FIRE TURNOUTS

Bids must be received by 11:00 AM PDT, JULY 30, 2014. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov and Michelle.King@longbeach.gov attention Michelle King.

“APPROVED EQUALS”

Items listed in “Bid Section” are to be by listed manufacturer/brand name or “Approved Equal”.

“Approved Equal” means material or equipment which is “equal” in form, function, performance, reliability, quality, and features as the brand name or product from a particular supplier. The City of Long Beach, shall make the determination in advance, in its sole opinion and discretion, whether or not material or equipment offered as an equal is approved. The determination by the City of Long Beach shall be final.

The bidder submitting an “Approved Equal” product as an alternate is required to submit documentation and samples for determination on or before **July 15, 2014 by 11:00 am PDT** to Purchasing Division 333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802 Attn: Michelle King. Documentation and samples received after this date will not be accepted or considered in the evaluation. The determination period will be completed and the bidder will be notified by the City if the “Approved Equal” is accepted by **July 23, 2014 by 11:00 am PDT**. The sample must be clearly marked with Company Name, Address, Phone & email information and **bid # ITB FD-14-089 FIRE TURNOUTS “APPROVED EQUAL DOCUMENTATION”**. The bidder will furnish a method for the City of Long Beach to return said sample to the bidder at no expense to the City. The bidder is required to submit all data supporting its claim that material or equipment is an “equal”. Bidders that do not comply will have their bids rejected as unresponsive.

Bidders who will be submitting request for an “approved equal” are required to submit a complete set (jacket and trousers) created as per specifications of this bid and include all data and documentation supporting your request.

The set will be provided to the City at no cost and becomes property of the City of Long Beach.

If bidder is unable to submit a completed set with your request for an “approved equal” your request will be rejected.

Samples with bid are not required. If City deems need for sample to after bid close, bidder will need to comply.

Once the determination has been made that an alternate is deemed “equal” the specifications will be amended and the alternate will be added to the specifications as a line item.

Alternate products quoted without documentation or samples will have their bids rejected as unresponsive.

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 waives all claims against the City for costs related to supplying replacements.

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 will also mean and include "or approved equal." The phrase "or approved equal" means that the City of Long Beach, will 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.

CONTRACT PERIOD

Twenty-four 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 vendor 90 days prior to the expiration date. Vendor 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. Contractor guarantees that prices quoted herein will not increase more than 10% per year. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

Price increase shall not exceed 5 % during the first extension period.

Price increase shall not exceed 5 % during the second extension period.

PRICING

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references may void bid. See Reference Information form attachment.

AWARD

The City prefers to award to a single contractor but reserves the right to award contract to multiple vendors. The City reserves the right in its sole discretion 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. The City reserves the right to reject at any time any or all bids.

RIGHT TO REJECT BID

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Relations Bureau Manager must receive the protest by the close of the business on the fifth (5th) business day following the bid opening.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the Business Relations Bureau Manager. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the Business Relations Bureau Manager, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the Business Relations Bureau Manager by the close of the business on the third (3rd) business day.

The Business Relations Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Relations Manager shall be final and conclusive.

BID NUMBER ITB FD 14-089

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

SHIPPING INSTRUCTIONS

Prices quoted shall include all delivery and unloading charges to the City of Long Beach.

F.O.B. Address: City of Long Beach Fire Department
1465 Peterson Avenue
Long Beach, CA 90803

ATTENTION: Steve Moritz
562-570-1177
Steve.Mortiz@longbeach.gov

DELIVERY

Deliveries shall be made within 60 business days after the date on which the City places an order. All deliveries shall be made FOB Destination to location listed below as F.O.B. address. Orders will be placed in quantities as required by the City.

ALLSTAR FIRE WILL MAINTAIN

ESTIMATED DAYS OF DELIVERY AFTER RECEIPT OF ORDER INVENTORY OF COMMON SIZES -- (3 week lead to outsource for the department add on). All other items are considered a buy with a 60 day lead time.

The City reserves the right to reject a bid based on the bidder's inability to meet the delivery requirements.

The vendor shall notify the Fire Department, Storekeeper, Steve Mortiz, on any delivery dates anticipated over five (5) business days. Notification shall include the reason for the delay and a new date for delivery.

INVOICING

Invoicing must be submitted every thirty (30) days. Vendor shall provide two invoices to the City with each billing. One invoice shall be sent to 1465 Peterson, Long Beach, CA 90813.

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 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 the LBFD. Contractor must reference BPO number and not the BPO number on all invoices.

SPECIFICATIONS

ITEM	COMPLY YES NO		SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>Brand Names</u> Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words ""or equivalent."</p> <p>The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect.</p>	X		
<p><u>Instructions</u> State comments and or exceptions in the blank spaces provided in each section regarding the jacket and trousers offered corresponding to the specifications set forth.</p> <p>FAILURE TO COMPLETE ALL BLANK SPACES WILL OTHERWISE BE DETERMINED AS VENDOR MEETING SPECIFICATIONS MINIMUMS.</p>	X		
<p><u>General</u> Purchase of Protective Jacket and Trousers for Structural Firefighting.</p> <p>To supply state of the art fire protective turnout coats and trousers for use by the Long Beach Fire Department. It is intended that the successful bidder shall use materials and design practices that are the best available in the industry for heavy duty use in structural firefighting, to which fire protective turnout</p>	X		

ITEM	COMPLY YES NO		SPECIFICATION EXCEPTIONS/COMMENTS
<p>coats and trousers will be subject.</p> <p>The garments shall be manufactured by Lion with the "V Force Design". Items shall be complete with all equipment and accessories necessary for safe and efficient use, and shall be delivered as complete units.</p> <p>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.</p> <p>Successful bidder must be able to provide emergency services on an immediate basis with a minimum of 150 sets of turnouts (Long Beach Fire Department Specifications) on hand at any time.</p> <p>All garments must be cut, assembled and manufactured in the United States of America.</p> <p>Inspections All merchandise, i.e. fire protective coats and trousers, shall be inspected before acceptance by an authorized representative of the Long Beach Fire Department for workmanship, appearance, proper function of all components, and conformance to these specifications. Failure in compliance will be cause for the purchaser to reject all or part of the ordered units. Should deficiencies be found, it shall be the responsibility of the supplier to pack and return the unit(s) in question, make necessary corrections or replacements, then return to Long Beach Fire Department for re-inspection and acceptance. Payment and/or commencement of discount period (if applicable) will not be made until all corrections have been made and units have been accepted</p>	X		

ITEM	COMPLY YES NO		SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>Guarantee</u> Manufacturer delivering merchandise against this specification shall guarantee that it meets all requirements set forth herein and the requirements of NFPA 1971, most current edition. If it is found that the merchandise does not meet the requirements of this specification, the supplier will be required to correct merchandise at supplier's expense.</p>	X		
<p><u>Warranty</u></p> <ul style="list-style-type: none"> • A minimum of a five (5) year "fabric" manufacturer's warranty from date turnout garment was placed into service shall be provided on materials and workmanship. • A life of garment warranty shall be provided for all required labels. This warranty shall cover detachment and/or illegibility of the label. • A copy of the manufacturer's warranty shall be included with bid submittal. • The vendor shall be responsible for all packaging and transportation costs incurred during the warranty period 	X X X X X		SEE ATTACHED WARRANTIES
<p><u>Minimum Specifications for Fire Protective Coat and Trouser</u></p> <p>The awarded contract shall be for Lion "V Force" coat and trousers. NO EXCEPTIONS</p>	X		
<p><u>Outer Shell Material</u></p> <p>The outer shell shall be PBI Max™. PBI Max™ is constructed with 70% PBI™/Kevlar™ spun yarns and 30% 600 denier Kevlar reinforcement. Outer shell shall have a Teflon™ F-PPE water resistant finish, and shall be constructed with 30% 600 denier high strength filament Kevlar™. Outer shell material shall be constructed in a twill weave and weigh 7 oz./sq.yd. (+ or - .2oz.). Color shall be natural.</p>	X		

ITEM	COMPLY YES NO		SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>Moisture Barrier Material</u></p> <ul style="list-style-type: none"> The moisture barrier shall be two layer Crosstech Black™ – Type 2F, which is comprised of a Crosstech™ bicomponent membrane laminated to a. Nomex™ pajama check substrate. Total weight 5.0 oz./sq.yd (+/-) NO EXCEPTIONS. All moisture barrier seams shall be sealed with Gore-Seam tape using a Series 5000EF Gore-Seam sealing machine. NO EXCEPTIONS. All edges shall be finished so no raw edges are exposed. 	X		
	X		
<p><u>Thermal Liner Material</u></p> <ul style="list-style-type: none"> The isodri® thermal liner material is Glide™ 2L AraFlo®. The face cloth shall be a high lubricity (60% Kevlar Filament) low-friction Glide™ face cloth with good wicking characteristics and shall be quilted to 1 layer Nomex®E-89™ weighing approximately 2.3oz/sq. yd and one (1) layer of aperture Nomex®E-89™ weighing approximately 1.5 oz./sq. yd . (Total weight +/- 7.3 oz./sq. yd.) At least one layer of Nomex®E-89™ insulation shall be treated by Dupont Teflon to provide high performance water resistance. 	X		
<ul style="list-style-type: none"> The Semper Dri™ thermal liner reinforcement material is 3.0 oz./sq. yd. Nomex® Chambray face cloth quilted to one (1) layer E-89® spunlace aramid 85%Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd., and one (1) layer aperture Nomex®E-89™ weighing approximately 1.5 oz./sq. yd. . (Total weight +/- 6.8 oz./sq. yd.). The Nomex® Chambray face cloth and both layers of Nomex®E-89™ insulation shall be treated with Teflon® F-PPE to provide high performance water resistance. 	X		

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>Performance Requirements, TPP, THL, and CCHR</u> Composite Requirements on Thermal Protective Performance (TPP), Total Heat Loss (THL) and Conductive and Compressive Heat Resistance (CCHR), shall be based on a three - layer garment, consisting of an outer shell, moisture barrier and thermal liner.</p> <ul style="list-style-type: none"> • The composite shall have a THERMAL PROTECTIVE PERFORMANCE (TPP) after initial washing of not less than 38 when tested in accordance with NFPA 1971, most current edition. <u>NO EXCEPTIONS.</u> • The composite shall have a TOTAL HEAT LOSS (THL) rating of not less than 275 (+/-5%) when tested in accordance with NFPA 1971. <u>NO EXCEPTIONS.</u> • The composite shall have a CONDUCTIVE COMPRESSION HEAT RESISTANCE RATING (CCHR) rating of not less than 40 wet in the shoulder cap area of the jacket. This rating shall be uniform, with no gaps in protection, throughout the shoulder area. The pant knee area shall exhibit a CCHR rating of not less than 40 both wet and dry. This rating shall be uniform throughout the knee and cover the area under the knee reinforcement. In accordance with NFPA. (See section on knee reinforcement). <u>NO EXCEPTIONS.</u> 	<p style="text-align: center;">X</p> <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> <p style="text-align: center;">X</p>	
<p><u>Retro-reflective Trim</u> The retro-reflective trim shall be three (3") inch 3M[™] Lime yellow perforated trim.</p>	<p style="text-align: center;">X</p>	
<p><u>Hook & Loop</u> All hook & loop fastener tape shall be manufactured black in color and flame resistant.</p>	<p style="text-align: center;">X</p>	

ITEM	COMPLY YES NO	SPECIFCATION EXCEPTIONS/COMMENTS
<p><u>Certification</u></p> <ul style="list-style-type: none"> • All components and composites used in the construction of garments shall be third-party tested, certified, and listed for compliance to NFPA 1971, most current edition and be included with the initial turnout sample. • The certification label of the third-party tester shall denote such certification. • To ensure that garments manufactured to this specification consistently meet established levels of quality control and are constructed to this specification, the successful manufacturer shall be certified to ISO 9001. Documentation to be included with bid samples. 	<p>X X X X</p>	
<p><u>Garment Labeling and Identification</u></p> <p>Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.</p> <ul style="list-style-type: none"> • THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, (most current) EDITION • Each individual garment shall bear, prominently displayed, an identification that allows its original manufacturer's garment identification number, size, date of manufacture, and batch of materials to be traced for the purpose of warranty and liability information. The ink used for entering this information shall be capable of surviving normal use and washing and remain readable for the life of the garment. 	<p>X X X</p>	

ITEM	COMPLY YES NO	SPECIFCATION EXCEPTIONS/COMMENTS
<p><u>User Information</u> Each garment shall include a <i>User Information Guide</i> with information required by NFPA 1971, most current edition standard. The successful bidder shall provide the Fire Department with a videotape containing information on the sizing, cleaning, maintenance, inspection, use, and retirement of structural protective turnout coats.</p> <p><u>Construction</u> Where specific information is provided, it is done so as to establish a minimum level of quality, design, and/or performance.</p> <p><u>Sizes</u></p> <ul style="list-style-type: none"> • Finished coats shall be available in even chest sizes from size 38 through infinity. Standard coat length shall be 37" in length for the extra-long, 35" in length for the long and 32" for the short. Sleeve length shall be proportional to chest measurement and shall be available in any requested length. The coats shall be fitted so that access to pockets will not be compromised when breathing apparatus is in place. • Finished trousers shall be available in even waist size measurements from 28 inches through infinity. Inseam measurements shall be available in two (2) inch increments from 28 inches through infinity. There shall be no Alpha sizing, numerical only. • The bidder shall have female size patterns, and custom fitted coats and trousers at the contracted price, as required. <u>NO EXCEPTIONS.</u> 	<p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p> <p>X</p>	

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>Stitching</u> All stitches shall meet all applicable requirements of NFPA 1971, most current standard. The preferred method for all seams, including trim attachments, shall be of lock stitch type, 8 stitches per inch (+ or - 1 inch) except major "A" seams. All thread shall be Nomex® Thread. No raw edges shall exist on any fabric.</p>	X	
<p><u>Stress Points</u> Jacket and trouser outer shell stress points, such as upper and lower pocket corners, pocket flap corners, top and bottom of fly flap, as well as the upper and lower corners of the storm panel, shall be reinforced with bar tacks.</p>	X	
<p><u>Metal Contact Prevention</u> The coat and trouser shall be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waist band of the trousers. This shall apply to the use of all rivets, snaps, hooks, d-rings, zippers, or any other metal used to assemble the coat or trousers.</p>	X	
<p><u>Coat Assembly</u> The coat shell should be of a 3-panel construction in all layers, and shall have an inverted pleat on each side where back front and back body panel pieces meet. The coat length shall allow both a long and short version. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure 37" in length for the extra-long, 35" in length for the long and 32" for the short. Sleeves shall be graded to size of the full length and of shoulder insert, 2-panel type design.</p>	X	

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>Moisture Barrier and Thermal Liner Assembly</u></p>	X	
<ul style="list-style-type: none"> • Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. 	X	
<ul style="list-style-type: none"> • The neck of the moisture barrier/thermal liner shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner should have a two inch (2") wide, two (2) ply Crosstech®/Nomex® pajama check extension sewn the full length of the neck. FR loop, three quarters of an inch (¾") wide, should be sewn on extension to tuck into pleat in outer shell collar. 	X	
<ul style="list-style-type: none"> • The liner shall have an internal pocket measuring approximately eight and half inch (8.5") x eight and half inch (8.5") made of Nomex®. 	X	
<p><u>Collar and Throat Strap</u></p>	X	
<ul style="list-style-type: none"> • The 3" split collar shall consist of three piece construction shaped for comfort. The collar shall be of 4-layer configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with one layer of araflo/E-89™ and one layer of CROSSTECH® Pajama check. The collar shall provide proper interface with the liner to insure no moisture penetration through the collar seam to the inside of coat. Each end of collar shall be self-material, black NOMEX® and CROSSTECH® PJ and 1" hook shall be placed for alignment. The collar shall be attached to the liner facing using ¾" hook. Collar shall be of such design so as not to interfere with SCBA face masks, or helmet. There 	X	

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p>shall be qty 4 snaps to be placed in the center of the Velcro on the collar.</p> <ul style="list-style-type: none"> The throat strap shall be mounted to the outer shell collar to ensure that when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collars. The throat strap shall be not less than eight inches (8") inches long and two inches (2") inches wide, shaped to be compatible with the SCBA face mask. The throat strap shall be secured in the stowed position with two inch (2") x two inch (2 ") of loop on the right outside of the collar and two inches (2") x two inch (2 ") of hook on inside of throat strap. The throat strap shall attach to the left side of the collar with two inches (2") x at least two and three quarter inches (2 ¾") of loop. 	<p>X</p>	
<p><u>Collar Hanger Loop</u> An external hanger loop constructed of a double layer of outer shell material shall be provided on the outside of the coat at the collar seam. Loop shall be attached to outer shell using a bar tack stitch. It shall be designed to provide long service, and shall not tear or separate from the coat when the coat is hung by the hanger loop loaded evenly with a weight of eighty (80) lbs. and allowed to hang for one minute.</p>	<p>X</p>	
<p><u>Pleated Back</u></p> <ul style="list-style-type: none"> The outer shell shall have two inverted pleats (one each side). Each pleat shall begin at the top back of each shoulder and shall extend down the side of the coat below the arm opening. The thermal liner shall include a corresponding one inch (1") minimum inward dynamic fold approximately one and half inches (1 ½ ") from each sleeve seam at the shoulder. This fold shall provide for coat expansion when extending arms forward and shall interface with the inverted pleats of the 	<p>X X X</p>	

ITEM	COMPLY		SPECIFICATION EXCEPTIONS/COMMENTS
	YES	NO	
<p>outer shell to maximize mobility and function of the outer shell and thermal liner. Maximum expansion of the pleats shall occur at the shoulder blade area and taper toward the hem and the shoulder.</p>			
<p><u>Back Yoke</u> An additional layer of thermal liner reinforcement material shall be sewn directly onto the underside of the outer shell for additional thermal protection. The thermal liner material shall be sewn to the upper back portion of the outer shell across the upper back from the collar seam to eleven inches (11") down and across the back ending at each armhole and including each pleat. The thermal liner material used shall be as referenced under section 3.0.4 (b) thermal liners reinforcement. The facecloth shall face the wearer.</p>	X		
<p><u>Shoulder Caps</u></p> <ul style="list-style-type: none"> • A six inch (6") inches wide area at the top of the shoulders extending from the shoulder seam to a width of four inches (4") inches at the collar shall be capped with outer shell material for abrasion resistance and thermal protection. • For additional thermal protection and cushioning, 1-layer of one eighth inch (1/8") thick, fire retardant closed-cell foam or acceptable alternate shall be oriented between the outer shell and the shoulder cap reinforcement. 	X X		
<p><u>Sleeves</u></p> <ul style="list-style-type: none"> • The sleeve construction shall be used in all layers of the coat outer shell, moisture barrier, thermal liner, ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. The construction shall extend to all inner layers of the coat to increase the fit and freedom of movement. • The outer shell shall have additional padding sewn directly onto the interior 	X X		

ITEM	COMPLY YES NO		SPECIFCATION EXCEPTIONS/COMMENTS
<p>side of the outer shell for supplemental insulation. The padding shall insulate the upper portion of the sleeve and shall extend eight inches (8") down from the shoulder and sleeve seam. This padding material will insulate 50% of the sleeve circumference around the outer portion of the sleeve. The padding material shall be the thermal liner reinforcement material as referenced under section 3.0.4 (b) alternative methods meeting the same objectives will be considered. The facecloth shall face the wearer. Alternate methods may be allowed if equal, based on performance.</p>			
<p><u>Cuffs</u></p>			
<ul style="list-style-type: none"> • Shell cuffs shall be reinforced on the inside and outside with two (2) layers of PBI® outer shell material two inches (2") in width around the full circumference of the opening. Cuff reinforcements shall be sewn to the shell with no less than two 2 rows of stitching. There shall be a sleeve well to prevent water and debris from entering the sleeve when arms are in a raised position. The thermal liner/moisture barrier shall extend to within one inch (1") of the sleeve end. There shall be no break in thermal protection between the Thermal Liner assemble and the thumbhole wristlet. 	<p>X X</p>		
<ul style="list-style-type: none"> • An internal thumbhole wristlet shall consist of a 2-ply knit of PBI®/Spandex or 	<p>X</p>		
<ul style="list-style-type: none"> • 48% Nomex®/48% Kevlar® and 4% Spandex for superior recovery. Wristlet treated with Teflon® water resistant alloy is preferred. Wristlets shall extend not less than eight inches (8") completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and 	<p>X</p>		

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
slash protection. <ul style="list-style-type: none"> • Thumb tabs sewn to standard wristlets are not considered a thumbhole wristlet. 	X	
<p><u>Hem</u> The bottom of the outer shell shall be hemmed by using two rows of stitching set one quarter inch (1/4") apart.</p>	X	
<p><u>Front Closures</u></p> <ul style="list-style-type: none"> • There shall be continuous thermal and moisture protection around the entire torso including the coat front area beneath the storm flap. X • Front closure shall consist of a heavy duty, high-temp #10 polymer zipper, starting one inch (1") below collar base to six inches (6") above bottom of jacket. A tab of Ara-Shield material, double thickness and four inches (4") long, shall be attached to the zipper slider to facilitate opening and closing with gloved hands. The tab shall be tan in color. X • The storm flap shall be set on the outside of the wearers' right side of the coat opening. The flap shall open from left to right. <u>NO EXCEPTION.</u> X • Storm flap measurement shall not be less than 2.5" wide or less than twenty-two inches (22") in length and be composed of (2) two layers of outer shell material with Gore RT7100™ PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric. <u>NO EXCEPTION.</u> X • The storm flap closure shall consist of four non-ferrous inward facing hook and D-rings. The D-rings shall be secured to the leading edge of the storm flap with two rivets. The rivets shall be reinforced on the underside of the storm flap with leather. The D-rings shall be spaced along the storm flap. Four inward facing hooks shall be attached to the left front body panel with three rivets for each X 		

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p>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 flap is closed over the front of the jacket.</p>		
<p><u>Pockets, Flaps, and Closures</u></p>	X	
<ul style="list-style-type: none"> • The coat shall have two (2) outside half bellows pockets sewn to the bottom of the coat outer shell, on each side of the front closure so that the pocket is accessible while wearing the SCBA. The Long Beach Fire Department utilizes the Scott NxG2™ SCBA. 	X	
<ul style="list-style-type: none"> • The pockets shall measure ten inches (10") (+ or - 1/2") wide and eight inches (8") (+ or - 1/2") high. The pockets shall expand by means of side and bottom gussets that measure (0") inches in front and one and one half inches (1-1/2") in back. 	X	
<ul style="list-style-type: none"> • The pockets shall be constructed using outer shell material and trim shall be located over the face of the pockets to align up directly with the coat's bottom trim line. 	X	
<ul style="list-style-type: none"> • The entire inside of the pocket shall be lined with a poly-coated aramid material. Bar tacks shall be used to keep the inner liner from pulling out. Drainage of moisture shall be provided by rustproof eyelets. Eyelets shall be located at the bottom corners of the outer shell pockets. Eyelets shall drain the entire pocket, shell, and interior liner. 	X	
<ul style="list-style-type: none"> • Pocket flaps shall be a full one inch (1") wider (half inch 1/2" inch per side) than the width of the pocket, and overlap the fully opened pocket by two inches (2") minimum. The flaps shall be reinforced at each top corner with a bar tacked. Pocket flaps shall be fastened with two (2) hook/loop fastener strips, three inches (3") each in length by two inches 	X	

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p>(2") wide. Loop strips shall be sewn to the pocket, hook strips shall be sewn to the pocket flaps no more than a quarter inch (¼") inch from the side and lower edges. Hook and loop shall be applied so that proper alignment occurs when pockets are empty or full.)</p>		
<p><u>Radio Pocket</u></p>	X	
<ul style="list-style-type: none"> • There shall be a radio/flashlight pocket located on the left breast, parallel with the storm flap, six inches (6") (+ or - ½") below the edge of the shoulder cap. This pocket shall measure nine inches (9") (+ or - ½") high by four inches (4")(+ or - ½") wide and two inches (2") deep. Pockets shall be made using the outer shell material. The pockets shall be reinforced with a bar tacked. Drainage of moisture shall be provided by rustproof eyelets. 	X	
<ul style="list-style-type: none"> • Pocket flap shall be a full half inch (½") wider on each side than the width of the pocket and have a total height equal to the thickness of the pocket's bottom gusset, plus three inches (3"). They shall be reinforced at each top corner by means of bar tacking. The pocket flap shall close the pocket top with a three inch (3") by two inch (2") hook and three inches (3") by two inches (2") loop system, mounted so the loop is on the pocket flap and hook is on the underside of the flap. 	X	
<ul style="list-style-type: none"> • An American flag shall be sewn to the radio pocket flap. 	X	
<p><u>Microphone Tabs</u></p>	X	
<p>The microphone tabs shall be constructed of two layers of outer shell material and encase a piece of rigid leather, measuring approximately three sixteenths (3/16") thick by three inches (3") long by three quarters of an inch (¾") wide. Two microphone tabs shall be located horizontally on the right and left breast, two inches (2") below the edge of the shoulder cap and centered above the pocket. They shall be</p>		

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p>reinforced with two (2) vertical bar tacks on each edge of the microphone tab. The tabs should be accessible while the Scott NxG2™ SCBA is being properly worn. The right microphone tab may be applied to the outside of the SCBA face piece pocket described below.</p>		
<p><u>Glove Holder</u> The Glove Holder shall be constructed of double layer outer shell material, two inches (2") wide by thirteen inches (13") in length. Each end shall have hook and loop attachments, two inches (2") x three and one half inches (3 ½") to form a loop, and shall be affixed directly below the wearers left radio pocket by means of four bar tacks and a box X stitch. The loop shall face horizontal, and be able to hold one pair of NFPA 1971 approved fire fighter gloves.</p>	X	
<p><u>Elbow Reinforcement</u> The sleeve shall have an elbow pad throughout all layers which shall provide a natural bend in the sleeve. This pad shall be set on the back of each sleeve, measuring 50% in width of the sleeve and a minimum of six inches (6") at the highest point. The outer shell reinforcement shall consist of outer shell material for abrasion resistance and thermal protection.</p>	X	
<ul style="list-style-type: none"> • In addition to reinforcement, elbows shall be padded using one eighth inch (1/8") thick, flame resistant closed-cell foam or acceptable alternate. The reinforcement material shall be oriented between the outer shell and elbow reinforcement. 	X	

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>SCBA Face piece Pocket</u></p> <ul style="list-style-type: none"> • Each jacket shall be provided with a pocket, square shaped type, and designed to accommodate a breathing apparatus facemask (Scott model AV-3000 Sure Seal). The pocket shall measure approximately six inches (6") deep by ten inches (10") wide by fifteen inches (15") 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, high-temp polymer #10 zipper mounted on the left side of the top of the pocket (as oriented to the wearer). The pocket shall be positioned on the right chest, approximately two inches (2") above the bellows pocket. A tab of Ara-Shield material, 2" long shall be attached to both zipper sliders to facilitate opening and closing with gloved hands. The tab shall be tan in color. 	<p>X</p> <p>X</p> <p>X</p>	
<p><u>Reflective Trim Material and Pattern</u></p> <ul style="list-style-type: none"> • There shall be two circumferential, horizontal bands of reflective trim sewn to the coat. One band shall be sewn completely around at the extreme bottom of the outer shell. The second one shall be sewn completely around the chest and back slightly below the arm pit of the outer shell. NOTE: THIS MAY REQUIRE SEWING TRIM TO THE FRONT FACE OF THE POCKETS PRIOR TO ASSEMBLY. • There shall be two vertical strips of reflective trim between the two horizontal bands of trim, on the back of the coat. Each strip shall be sewn at the extreme left and right side of the back panel, forming a box. Each vertical strip shall be visible while wearing an SCBA. The ends of each vertical strip shall be sewn under the horizontal bands. 	<p>X</p> <p>X</p> <p>X</p>	

ITEM	COMPLY		SPECIFICATION EXCEPTIONS/COMMENTS
	YES	NO	
<ul style="list-style-type: none"> • There shall be one circumferential strip of trim around each sleeve located between elbow patch and cuff. 	X		
<ul style="list-style-type: none"> • All trim shall be sewn with two rows, on each side, of lock stitching to prevent tearing and unraveling. 	X		
<ul style="list-style-type: none"> • <u>NO EXCEPTION.</u> 	X		
<ul style="list-style-type: none"> • All trim shall be 3" wide 3M™ Lime yellow perforated trim. 	X		
<u>Drag Rescue Device (DRD)</u>	X		
<ul style="list-style-type: none"> • Each coat assembly shall have a DRD installed. The DRD shall be the Fire Fighter Rescue Harness, section 3.0.1, (g) <u>NO EXCEPTIONS.</u> The DRD is made of Kevlar webbing and fits between the coat outer shell and inner liner system. 	X		
<ul style="list-style-type: none"> • There shall be an opening located at the base of the collar of the coat to allow the system to pass through the outer shell. Hook and loop will be used to store the system from the installation point through the opening in the outer shell and hold the system in place when not in use. A flap of outer shell material shall be used to cover the opening where the system exits the outer shell and a three (3") retro-reflective trim shall be sewn on the outside of the flap. 	X		
<u>Department Identification</u>	X		
<ul style="list-style-type: none"> • Each jacket shall be provided with lettering, affixed to the upper back, above the trim pattern. Lettering shall be "L.B.F.D." in three inch (3"), 3M™ Lime yellow sew on letters. 	X		
<ul style="list-style-type: none"> • The letters shall be sewn on. 	X		
<ul style="list-style-type: none"> • An acceptable option to sew on letters will be a three inch (3") Non-flammable silk screen with the L.B.F.D. lettering. 	X		
<u>Trouser Assembly</u>	X		
The trouser should have a traditional design with a short rise.			SEE ATTACHED FOR NAME PANEL OPTIONS & SUSPENDERS

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>Moisture Barrier and Thermal Liner Assembly</u></p>	X	
<ul style="list-style-type: none"> • Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. 	X	
<ul style="list-style-type: none"> • The moisture barrier/thermal liner shall finish no more than three inches (3") from the cuffs. 	X	
<ul style="list-style-type: none"> • The moisture barrier/thermal liner shall be able to completely detachable from the outer shell for the ease of cleaning. 	X	
<p><u>Fly Flap</u></p>	X	
<ul style="list-style-type: none"> • 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 five inches (5) (+ or - 1/2") wide at the waistband, cut diagonally to the bottom of the fly, where it shall be bar tacked. The Storm fly shall be held closed along its full length by means of a hook & pile fastener closure of two inch (2") minimum width along the leading edge; for a distance of not less than nine inches (9")(+ or - 1/2") from the bottom of the fly closure to the waist area, for proper alignment and secure closure. 	X	
<ul style="list-style-type: none"> • Fly flap shall be fastened with a hook and D assembly centered on double thickness outer shell waistband. Hook shall be turned inside and affixed to the trousers on the right side. D shall be affixed to the outside of the fly flap. Rivets for fastening both hook and D shall be backed by one piece of leather reinforcing material. 	X	
<ul style="list-style-type: none"> • Thermal Fly Assembly shall include a moisture barrier/thermal liner and be constructed with an extension on the left side at the waist of all layers of the fly opening to assure continuous thermal and moisture protection. This overlap shall be positioned between the layers of the outside storm fly. 	X	

ITEM	COMPLY YES NO	SPECIFICATION EXCEPTIONS/COMMENTS
<p>system. There shall be two sections, each two inches (2") by two inches (2"). Pile fastener material shall be sewn to the pocket and equivalent size hook fasteners shall be sewn to the underside of the flap no more than one quarter inch (¼") from sides and lower edges. All points of stress shall be bar tacked. Drainage of moisture shall be provided by rustproof eyelets. Eyelets shall be located at bottom corners of pockets. Eyelets shall drain the entire pocket, shell, and interior liner.</p>		
<p><u>Take-up Straps</u></p>	<p>X X</p>	
<ul style="list-style-type: none"> • One (1) tightening device should be affixed to the outside of the trousers on <u>each side</u> immediately above the hip, one to one and one half inches (1"to1½") below the top seam. Each tightening device constructed of triple thickness outer shell material should be installed on each side of the trousers in the waist area on the outside of the garment. Each take-up strap should be comprised of two sub-component straps. 	<p>X X</p>	
<ul style="list-style-type: none"> • The back strap should be one inch (1") wide and four inches (4") in length, folded in half to form a loop, and should be affixed to the rear of the back body panel by means of two bar tacks. The loop should face toward the front and hold two (2) nickel plated one inch (1") metal loops or equivalent. 	<p>X</p>	
<ul style="list-style-type: none"> • The front take-up strap should be one inch (1") wide and nine and one half inches (9 ½") in length for adjustment. One end should be bar tacked, using two separate bar tacks, to the front body panel and positioned to allow the loose end to thread through the two (2) one inch (1") metal loops. After the take-up strap has been bar-tacked, there should be a minimum of six and one half inches (6 ½") for adjustment. The metal loops should allow for 	<p>X</p>	

ITEM	COMPLY YES NO		SPECIFICATION EXCEPTIONS/COMMENTS
<p>adjustment and should firmly hold the take-up strap in the desired position.</p> <ul style="list-style-type: none"> Hook and loop attachment should be used to secure the loose end of each take-up strap to the respective body panel. A one inch (1") inch by five inch (5") piece of pile fastener tape should be installed horizontally on each respective body panel in front of the take-up strap. A one inch by one and one half inch (1"to1½") piece of hook fastener tape should be installed at the end of the take-up strap and should be positioned to engage the loop fastener tape. 	X		
<p><u>Knee Pads</u></p>	X		
<ul style="list-style-type: none"> 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 reinforced with material to provide padding, compression comfort and abrasion resistance measuring approximately eight inches (8")(+ or - ½") across the bottom and top, not less than eleven inches (11") (+ or - ½") from top to bottom. The bottom of the mobile knee shall be placed not less than ten inches (10") from the cuff to fall anatomically correct. 	X		
<ul style="list-style-type: none"> Between the knee reinforcement material and the outer shell, two (2) layers of one eighth inch (1/8") thick, fire resistant closed-cell foam shall be positioned for added thermal protection. The pads shall be sewn to the outer shell by two rows of lock type stitch. 	X		
<ul style="list-style-type: none"> For additional thermal protection, an additional layer of one eighth inch (1/8") thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner. 	X		
<ul style="list-style-type: none"> The exterior of the knee reinforcements shall be of a poly-coated aramid for abrasion resistance and thermal protection and shall be black in color. 	X		

ITEM	COMPLY YES NO		SPECIFICATION EXCEPTIONS/COMMENTS
<p><u>Cuffs</u></p> <ul style="list-style-type: none"> • For additional strength, abrasive resistance and thermal protection there shall be a poly-coated aramid for abrasion resistance and thermal protection. The reinforcement shall extend around the cuff on both the inside and outside and shall be sewn to the outer shell with two (2) rows of stitching. • The cuff reinforcement material shall be black in color.. • Two (2) female snap fasteners should be set into tabs attached to the outer shell on right and left opposing sides and centered in the back and front above the cuff, properly aligned for the purpose of affixing trouser liners. 	X	X	
<p><u>Reflective Trim Placement</u></p> <ul style="list-style-type: none"> • Trouser trim shall be three inch (3") 3M™ Lime yellow perforated trim. • The trouser trim shall be sewn with two rows, on each side, of lock stitching to prevent tearing and unraveling. • One (1) strip will be set full circumference around the bottom portion of the leg, one to two inches (1" to 2") below the bottom of the knee pad. 	X	X	
<p><u>Suspender System</u></p> <ul style="list-style-type: none"> • A suitable suspender system shall be provided which provides for easy donning and doffing. • The suspender system shall be adjustable and allow for firefighter comfort. • The suspender system will not be so proprietary in nature so as to preclude obtaining replacement suspenders from a third party vendor. • Suspender system shall consist of a non-metallic attachment to turnout pant button with leather tabs. 	X	X	SEE ATTACHED FOR NAME PANEL OPTIONS & SUSPENDERS

ITEM	COMPLY		SPECIFICATION EXCEPTIONS/COMMENTS
	YES	NO	
<p><u>Belt Loops</u> The waistband will have five (5) evenly spaced belt loops wide enough to accommodate a two (2) inch belt. These are to be secured with bar tacks.</p>	X		
<p><u>Belt</u> Two inch wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick-release mechanism.</p>	X		

BID SECTION

\$ 1,187.15 * COST FOR JACKET (including delivery)

\$ 693.50 * COST FOR TROUSERS (including delivery)

*SEE ATTACHED FOR NAME PANEL OPTIONS & SUSPENDERS

UNIT PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

DELIVERY SHALL BE FOB DESTINATION CITY OF LONG BEACH.

PRICE **SHALL** INCLUDE DELIVERY CHARGES

PAYMENT TERMS
(discounts offered)

NET 30

ALLSTAR FIRE EQUIPMENT, INC.

12328 Lower Azusa Road
 Arcadia, California 91006
 Phone: (800) 425-5787
 Fax: (626) 652-0919
 www.allstarfire.com

ITB FD 14-089 Fire Fighter Turnout Options

ITEM	QTY	UNIT	DESCRIPTION	PRICE	EXTENSION
			<u>Department Identification Lettering Options</u>		
1	1	Each	Sewn-on G & L Style Natural PBI Max Department Name Panel with 3" Reflective Silver with Black Outline Letters: <b style="text-align: center;">L.B.F.D.	\$30.00	\$30.00
2	1	Each	Sewn-on G & L Style Natural PBI Max Firefighter Name Panel with 3" or 2" Reflective Silver with Black Outline Letters: <b style="text-align: center;">Firefighter Name	\$30.00	\$30.00
			<u>Suspender Options</u>		
3	1	Each	Lion Item SR338L 38" (Short) EZ H-Back Stretch Suspenders w/ Leather Tabs	\$33.00	\$33.00
4	1	Each	Lion Item SR344L 44" (Regular) EZ H-Back Stretch Suspenders w/ Leather Tabs	\$33.00	\$33.00
5	1	Each	Lion Item SR350L 50" (Long) EZ H-Back Stretch Suspenders w/ Leather Tabs	\$33.00	\$33.00
				Subtotal	\$159.00
				9.000%	\$14.31
				Est. S & H	\$0.00
				TOTAL	\$173.31



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA, 90802

Reference Information Form

Client/Contractor Name ORANGE COUNTY FIRE AUTHORITY

Project Manager/Contact Name RUSS SNIDER E-mail RUSSSNIDER@OCFA.ORG Ph No. (714) 573-6600

Address 1 FIRE AUTHORITY ROAD, IRVINE, CA 92602

Project Description PERSONAL PROTECTIVE EQUIPMENT

Project Dates (Start and End) ONGOING Contract Term(s) _____ Contract Amount: _____

Client/Contractor Name COSTA MESA FIRE DEPARTMENT

Project Manager/Contact Name STEVE CATHEY E-mail SCATHEY@CI.COSTAMESA.CA.US Ph No. (714) 720-5832

Address 2450 VANGUARD AVE., COST MESA, CA 92626

Project Description PERSONAL PROTECTIVE EQUIPMENT

Project Dates (Start and End) ONGOING Contract Term(s) _____ Contract Amount: _____

Client/Contractor Name RIVERSIDE COUNTY FIRE DEPARTMENT

Project Manager/Contact Name CHARLIE SOTELLO E-mail CHARLIE.SOTELLO@FIRE.CA.GOV Ph No. (951) 940-6385

Address 210 W. SAN JACINTO, RIVERSIDE, CA 92570

Project Description PERSONAL PROTECTIVE EQUIPMENT

Project Dates (Start and End) ONGOING Contract Term(s) _____ Contract Amount: _____

Client/Contractor Name HUNTINGTON BEACH FIRE DEPARTMENT

Project Manager/Contact Name BATTALION CHIEF DAVE McBRIDE E-mail DMCBRIDE@SURFCITY-HB.ORG Ph No. (714) 536-5567

Address 18301 GOTHARD STREET, HUNTINGTON BEACH, CA 92648

Project Description PERSONAL PROTECTIVE EQUIPMENT

Project Dates (Start and End) ONGOING Contract Term(s) _____ Contract Amount: _____

Client/Contractor Name NEWPORT BEACH FIRE DEPARTMENT

Project Manager/Contact Name CAPTAIN NIC LUCAS E-mail NLUCAS@NBFD.NET Ph No. (949) 644-3373

Address 592 SUPERIOR AVE., NEWPORT BEACH, CA 92663

Project Description PERSONAL PROTECTIVE EQUIPMENT

Project Dates (Start and End) ONGOING Contract Term(s) _____ Contract Amount: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) ALLSTAR FIRE EQUIPMENT INC.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 12328 LOWER AZUSA ROAD		Requester's name and address (optional)
City, state, and ZIP code ARCADIA, CA 91006		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>												
Employer identification number												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶		Date ▶ <u>09/03/14</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

INSURANCE REQUIREMENTS

- Contractor shall submit proof of insurability from an insurance company with an 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Failure to submit this proof will disqualify the bid.
- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:
 - Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or

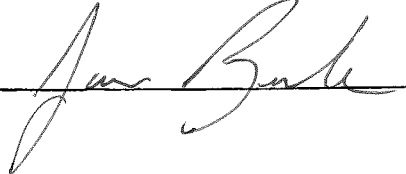


City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

- o Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.
- All coverages 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 the 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.
- Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.
- Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- 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.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: JASON BROEDE Title: INSIDE SALES / P.P.E.

Signature:  Date: 9/4/2014



July 1st, 2014

To: Long Beach Bid 14-089

Re: LION/SCI/Gore Warranties

LION will provide a 2 year manufacturer's warranty, per Long Beach bid 14-089. This will cover manufacturer's defects in the assembly of the turnouts. In addition, Safety Components, the manufacturer of PBI Max and Glide will provide a 5 year warranty both on the outer shell and the thermal liner of the turnouts. Safety Components warranty includes both parts and labor. Gore offers a 3 ½ year warranty, parts and labor on the Crosstech Black moisture barrier.

You will find the brochures from both Safety Components and Gore included in the binder for your review.

Thank you for your consideration.

Best regards,

Michelle Trout

Michelle Trout
Regional Sales Manager



June 29, 2014

RE: Long Beach FD Warranty on PBI Max and Glide, Bid 14-089

To: Long Beach Fire Department,

We are very excited and appreciative that Long Beach FD is considering Safety Components as the supplier for the turnout gear outer shell and thermal liner in PBI Max and Glide. We, Safety Components, stand committed to supporting Long Beach FD for many years to come. We also stand by our 5 year warranty commitments for specifications written by July 1, 2014.

To be fully transparent, we want to inform you that we are following the industry trend to get away from the warranties created 2 years ago. This change comes not from a lack of confidence in product performance; rather it is a change in strategy that involves avoiding a competitive disadvantage with regard to future costs (Safety Components would incur warranty claims and competitors would not).

Aside from fire departments like Long Beach FD whose specification and/or contract specify a 5 year warranty and written prior to July 1, 2014, warranties for all other departments will change. For all other departments we will go back to the way things were previous to 2 years ago with a warranty that covers any defects in fiber or fabric.

In conclusion, nothing has or will change with our warranty commitments previously expressed to Long Beach FD- 5 years for PBI Max and 5 years for Glide.

Thank you again and if you have any questions please don't hesitate to ask.

Kind Regards,

Guy Lucas
Marketing Director, Fire Service- Americas
Safety Components
864-905-3416

FIRE FIGHTER TURNOUTS - ITR ED 14,000

3 days 23:27:47

Bid Information Line Item

Addenda Double click to view details

#	Posted
1	06/20/2014
2	07/03/2014
3	08/15/2014

Email Messages Double click to view details

Sent
06/20/2014

Addendum Detail

Addendum Num: 1

Post Date: June 20, 2014

Title: Due Date Clarification

Description: DUE DATE IS JULY 30, 2014 @ 11:00 AM.

PAGE 5 OF THE BID STATES JUNE 30, 2014 WHICH IS INCORRECT.

THE DATES ON PAGE 11 ARE CORRECT

Deadline submitting questions/or approved equals July 15, 2014 by 11:00 am
 Answers to all questions submitted available July 23, 2014 by 11:00 am
 Deadline for submission of bids July 30, 2014 by 11:00 am

PLEASE CONTACT MICHELLE KING IF YOU NEED FURTHER CLARIFICATION. WE APOLOGIZE FOR ANY INCONVIENCE

Files	Title	File Name	Status

Addendum Acknowledged Done

Names	Ack
	yes
Date	yes
	yes

Print

Done



City of Long Beach

Department of Financial Management
Division of Procurement
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6020
Michelle.King@Longbeach.gov

July 3, 2014

ADDENDUM #2

ITB FD 14-089

FIRE FIGHTER TURNOUTS

REVISED DATES

Deadline for submitting questions/or approved equals August 5, 2014 by 11:00 am
Answers to all questions submitted available August 12, 2014 by 11:00 am
Deadline for submission of bids August 19, 2014 by 11:00 am

Reminder:

Bidders who will be submitting request for an "approved equal" are required to submit a complete set (jacket and trousers) created as per specifications of this bid and include all data and documentation supporting your request.

The set will be provided to the City at no cost and becomes property of the City of Long Beach.

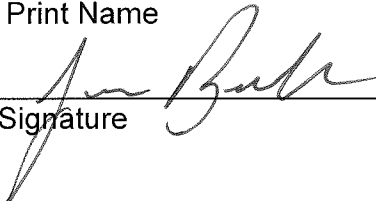
If bidder is unable to submit a completed set with your request for an "approved equal" your request will be rejected.

Prepared By: Michelle King Date: July 3, 2014
Buyer II

Acknowledged By: ALLSTAR FIRE EQUIPMENT
Company Name

JASON BROEDE
Print Name

INSIDE SALES / P.P.E.
Title


Signature

8/18/14
Date

You are required to submit this document with your proposal. Failure to do so may disqualify your proposal.

3 days 23:26:46

FIRE FIGHTER TURNOUTS - ITR FD 14,000

Bid Information Line Item

Addenda Double click to view details

#	Posted
1	06/20/2014
2	07/03/2014
3	08/15/2014

Email Messages Double click to view details

Sent
06/20/2014

Addendum Detail

Addendum Num 3

Post Date August 15, 2014

Title Date Extensions

Description Date Extensions as follows:

Response from City to vendor regarding request for approved equal will be by August 27, 2014 @ 11:00 am

Bid due date:

September 9, 2014 @ 11:00 am

Names	Ack
	yes
Date	yes
	yes

Files	Title	File Name	Status

Addendum Acknowledged

Done

Print

Done