CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
July 11, 2011
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. APPROVAL OF MINUTES
1. Work Session of June 13, 2011
2. Work Session of June 20, 2011
3. Regular Meeting of June 20, 2011

b. FIRST AMENDMENT TO SERVICES AGREEMENT - DOS PRIMAS L.L.C.
City Council will consider a request to approve the first amendment to the services agreement with Dos Primas, LLC to provide concession operations at Friendship Park, change the payment terms of the agreement, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT - MATLICK ENTERPRISE, INC. DBA UNITED FIRE EQUIPMENT
City Council will consider a request to approve a Cooperative Purchasing Agreement with Matlick Enterprises, Inc. dba United Fire Equipment for the purchase of fire department protective clothing and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. EMERGENCY BASE STATION AGREEMENT - BANNER HEALTH
City Council will consider a request to approve an emergency base station agreement with Banner Health to provide medical direction and pre-hospital coordination services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. THREE MEMORANDUMS OF UNDERSTANDING - ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS
City Council will consider a request to approve three Memorandums of Understanding between the City of Avondale and the Arizona State Library, Archives and Public Records for participation in a NTIA-BTOP II Grant project at the Sam Garcia Western Avenue and

Avondale Public Libraries and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. RESOLUTION 2990-711 - INTERGOVERNMENTAL AGREEMENT WITH NATIONAL PURCHASING PARTNERS AND A COOPERATIVE PURCHASING AGREEMENT WITH MUNICIPAL EMERGENCY SERVICES

City Council will consider a resolution approving an Intergovernmental Agreement with National Purchasing Partners and a request to approve a Cooperative Purchasing Agreement with Municipal Emergency Services for the purchase of self-contained breathing apparatus in the amount of $230,721.58 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. RESOLUTION 2991-711 - THIRD AMENDMENT TO THE GRANT AGREEMENT WITH FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL

City Council will consider a resolution approving the third amendment to the grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to provide funding for support services to families with children from birth to age five at the Avondale Family Resource Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. ORDINANCE 1464-711 - AMENDMENT TO AVONDALE CITY CODE CHAPTER 24, ARTICLE II, MUNICIPAL WATER SYSTEM

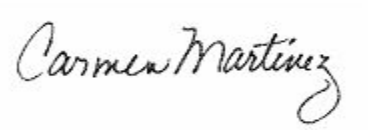
City Council will consider an ordinance amending the Avondale City Code, Chapter 24, Article II relating to security deposits and the person liable for payment of the bill. The Council will take appropriate action.

4 UPDATE ON AUTOMATED METER READING PROGRAM

City Council will receive an update on the Water Meter Automation Program. For information, discussion and direction only.

5 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

ATTACHMENTS:

Click to download

No Attachments Available

CITY COUNCIL REPORT

SUBJECT:
First Amendment to Services Agreement - Dos Primas L.L.C.

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a contract extension with Dos Primas, LLC to provide concession operations at Friendship Park, change the payment terms of the agreement, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On February 17, 2009 the City of Avondale entered into an agreement with Dos Primas, LLC and Insalatta Blu, LLC to operate the concessions at the City Regional Parks: Friendship Park and Festival Fields. Dos Primas was contracted to operate the concession at Friendship Park and Insalata Blue was contracted to operate the concessions at Festival Fields.
The terms of both agreements were for two years with three one-year renewals, pending city approval. Both vendors payed the City of Avondale a flat fee of $500 per month. The City of Avondale pays for all utilities required for the operation of the concessions.

Staff would like to extend the agreement with Dos Primas for the concession operations at Friendship Park and change the payment terms of the agreement. Insalata Blue will not be renewing the operations at Festival Fields.

DISCUSSION:

Both vendors have had challenges making a profit from the operation of the concessions at the City regional parks. The activity level has been sufficient for Park and Recreation activities, but patron use of the concessions has not, due in part to the varying amounts of activity during the week days. Insalata Blue was unable to make payments and the agreement for operations at Festival Fields between the City of Avondale and Insalata Blue was terminated on January 10, 2011.

Dos Primas has been able to maintain operations and make timely payments. However, staff would like to renegotiate the payment terms of the agreement with Dos Primas based on net profit. Staff feels that changing the payment terms will enhance the chances of success for the concession operations and still provide the City of Avondale the opportunity to recover the cost of operations.

Under the new terms, Dos Primas would be closed during non-activity days, field maintenance down times, and special city events, and will not be required to make payments when the concession facilities are closed.

The payment terms will change from $500 per month ($6000 annually) to 5% of net sales. Staff is confident that the new arrangement will produce enough income to cover the cost of operating the facility. Operations from net sales is estimated to be between $5,400 and $7,000 annually,

depending on activity levels. The cost of operations for the City of Avondale is approximately $200 per month ($2,400 annually); which includes administration, water, electricity, security, and non-general maintenance. The vendor is responsible for all equipment maintenance and general cleaning of the concession area.

BUDGETARY IMPACT:

The payment terms will change from $500 per month ($6000 annually) to 5% of net sales. The annual estimate from Dos Primas will be between $5,400 and $7,000 annually.
Annual Estimate from Dos Primas $5,400 - $7,000
Annual Cost of City Services $2,400
Total Annual Net Profit from Concession Operation $3,000 - $4,600

RECOMMENDATION:

Staff recommends that the City Council approve a contract extension with Dos Primas, LLC to provide concession operations at Friendship Park, change the payment terms of the agreement, and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

- First Amendment

FIRST AMENDMENT
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DOS PRIMAS L.L.C.

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "First Amendment") is made as of July 11, 2011, between the City of Avondale, an Arizona municipal corporation (the "City"), and Dos Primas, L.L.C., an Arizona limited liability company (the "Contractor").

RECITALS

A. The City issued a Request for Proposals PR 09-037 (the "RFP") seeking proposals from vendors for contractor services to lease and maintain the food and beverages concessions (the "Services") at Avondale Friendship Park, 12325 West McDowell Road, Avondale, Arizona (the "Friendship Park") and/or Festival Fields Park, 101 West Lower Buckeye Road, Avondale, Arizona (the "Festival Fields") (collectively the "Parks"). The Contractor responded to the RFP and the City and Contractor entered into Services Agreement No. 12829 dated February 17, 2009, for the provision of the Services (collectively, the executed RFP and its attachments are referred to herein as the "Agreement"). All of the capitalized terms not otherwise defined in this First Amendment have the same respective meanings as contained in the Agreement.

B. The City has determined that it is necessary to extend the Agreement with the Contractor for the Services at the City's Parks.

C. The City and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) revise the renewal provision of the Agreement and (iii) change the manner of compensation to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree to amend the Contract as follows:

1. Term. The term of this Agreement is extended and shall remain in full force and effect until March 1, 2012. This Agreement may be renewed, for up to two consecutive one-year terms, upon the acceptance by the City Manager of the Contractor's written request to renew the Agreement for an additional one-year term (the "Renewal Request"). The Renewal Request must include the Contractor's proposed compensation for the renewal term. The City's approval of the Renewal Request must be in writing, evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. Upon approval, each Renewal Request shall be attached to this First Amendment as part of Exhibit 1. The Contractor's failure

to seek a renewal of this Agreement will cause the Agreement to terminate at the end of the then-current term of this Agreement.

2. Compensation. The compensation provisions set forth in Section 3 of the Agreement are hereby modified to provide that the Contractor shall pay the City five percent (5%) of the Contractor's gross sales derived from Services provided at the Parks.

3. Agreement Subject to Appropriation. The provisions of this First Amendment and the Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this First Amendment and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this First Amendment and the City shall keep the Contractor fully informed as to the availability of funds for this First Amendment. The obligation of the City to make any payment pursuant to this First Amendment and the Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this First Amendment during any immediately succeeding fiscal year, this First Amendment shall terminate at the end of the then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this First Amendment and the Agreement.

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. Conflict of Interest. This First Amendment and the Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year set forth above.

[SIGNATURES ON THE FOLLOWING PAGE]

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

DOS PRIMAS, L.L.C., an Arizona limited liability company

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of DOS PRIMAS, L.L.C., an Arizona limited liability company, on behalf of the company.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT 1
TO
FIRST AMENDMENT
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
DOS PRIMAS L.L.C.

[Renewal Request]

See following pages.

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Matlick Enterprise, Inc. dba United Fire Equipment

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623) 333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the Mayor and City Council approve a Cooperative Purchasing Agreement with United Fire Equipment for the purchase of fire department protective clothing and to authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

Through the course of the year it is necessary for the fire department to purchase protective clothing items, including coats, pants, helmets, hoods, and gloves, to replace items that have been damaged or are no longer servicable.

After a competitive procurement process the City of Tempe entered into a contract with United Fire Equipment for the purchase of protective clothing as well as clothing cleaning, inspection and repair services.

DISCUSSION:

The Tempe purchase agreement with United Fire includes a provision for cooperative purchasing which the City of Avondale wishes to take advantage of the agreement. The Avondale contract would be for a one year period with an option for three, one-year extensions. The amount expended each year would vary depending on actual need for repair and/or replacement.

BUDGETARY IMPACT:

The Safety Apparel and Equipment line item in the fire department allocates $24,000 on an annual basis to cover the costs of protective clothing repair and replacement.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve a Cooperative Purchasing Agreement with Matlick Enterprises, Inc. dba United Fire Equipment for the purchase of fire department protective clothing and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MATLICK ENTERPRISES, INC.
d/b/a
UNITED FIRE EQUIPMENT COMPANY

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 11, 2011, between the City of Avondale, an Arizona municipal corporation ("City"), and Matlick Enterprises, Inc., an Arizona corporation, d/b/a United Fire Equipment Company (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Tempe, Arizona ("Tempe"), entered into Contract No. T10-115-01 dated October 11, 2010 (the "Tempe Contract"), for the Contractor to provide fire turnout clothing supply, cleaning, inspection and repair services. A copy of the Tempe Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such equipment and services under the Tempe Contract, at its discretion and with the agreement of the awarded Contractor, and the Tempe Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Tempe Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with fire turnout clothing supply, cleaning, inspection and repair materials/services, as more particularly set forth in Section 2 below (the "Equipment and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 10, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Tempe Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year and (b) the term of the Tempe Contract has been extended pursuant to its renewal options. The

Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect. At least 30 days prior to the expiration of either the Initial Term or any of the Renewal Terms, the City shall provide written notification to the Contractor of its intention to extend or terminate this Agreement.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Equipment and Services under the terms and conditions of the Tempe Contract. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Equipment and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (a) contain a reference to this Agreement and the Tempe Contract and (b) be attached hereto as Exhibit B, and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Tempe Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Tempe Contract, other than City's project-specific quantities, configurations or delivery dates, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. For the Initial Term, the City shall pay Contractor an aggregate amount not to exceed $30,000.00 for the Equipment and Services at the unit rates as set forth in Tempe Contract. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the Contractor an annual aggregate amount not to exceed $24,000.00 for the Equipment and Services at the unit rates as set forth in the Tempe Contract. The maximum aggregate amount for this Agreement shall not exceed $ 102,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Equipment and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (a) contain a reference to this Agreement and the Tempe Contract and (b) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Tempe Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance

with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. Art. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the

amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the Tempe Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Tempe Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Tempe Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the City of Tempe under the Tempe Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City of Avondale under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

MATLICK ENTERPRISES, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____ 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of MATLICK ENTERPRISES, INC., an Arizona corporation, d/b/a UNITED FIRE EQUIPMENT COMPANY, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MATLICK ENTERPRISES, INC.
d/b/a
UNITED FIRE EQUIPMENT COMPANY

[Tempe Contract]

See following pages.

Contract Award Notice

Tempe

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

Contract Number: T10-115-01

Staff Summary # 20101007fslg09

United Fire Equipment Company
Barry Richardson
335 N. 4th Avenue
Tucson AZ 85705

Contract Period 10/11/2010 to 10/10/2012

Phone: 520-622-3639

Vendor Number: 1506

Solicitation/Contract Requirements

This Contract Award Notice is issued for the purchase of **Fire Turnout Clothing Supply, Cleaning, Inspection and Repair** per the terms, conditions, specifications and requirements of **RFP# 10-115**. The contract shall remain in effect through **10/10/2012** unless extended, renewed or canceled per terms and conditions of **T10-115-01.** It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Pricing

Item No.	Item Description	Unit Price
Group 1 - Supply of Turnout Clothing		
1.	Turnout Coat Lion – LIOCSTM Manufacturer and Model No.	$1,050.00 Each
2.	Turnout Pants Lion – LIOPSDM Manufacturer and Model No.	$610.00 Each
3.	Suspenders Lion – LIOSR344L, LIOSR350L Manufacturer and Model No.	$29.12 Each
4.	Hood Fire Dex – FIRH37PPNBPX Manufacturer and Model No.	$52.20 Each
5.	Gloves Gloves Corp. – GLVBLAZE-G Manufacturer and Model No.	$70.21 Each
6.	Helmet, Traditional Cairns – CAICTRDB1C211221A Manufacturer and Model No.	$185.51 Each
7.	Helmet, Modern Cairns – CAICMODD5D212314 Manufacturer and Model No.	$203.20 Each

Pricing

Item No.	Item Description	Unit Price
8.	6" Leather Helmet Front, includes frame and insert Cairns – F49 Manufacturer and Model No.	$49.95 Each

Group 2 – Cleaning, Inspection and Repair

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

1.	Clean	Soaking, scrubbing, washing, rinsing and drying of coat or pant – (one shell and liner)	$20.00
2.	Inspection	All inspection procedures as defined in NFPA1851, section 6.3 for Advanced Inspection	$0.00
3.	Liner Inspection	Complete liner inspection as defined by NFPA1851, section 6.4	$0.00
4.	Hood	Inspect, clean and dry nomex hood. Tag if unserviceable	$10.00
5.	Gloves	Inspect, clean and dry fire gloves (pair). Tag if unserviceable	$12.00
6.	Brush Pants	Inspect, clean, dry and repair brush pants. Tag if unserviceable	$23.00
7.	Boots	Inspect, clean and dry leather structure boots (pair). Tag if unserviceable	$20.00
8.	Barcode	Replacement of barcode	$10.00
9.	Zipper	Replacement of zipper that zips coat liner into coat shell approximately 2 feet in length	$25.00
10.	Hook	Replacement of metal hook closure on coats and pants	$8.00
11.	Dee	Replacement of metal dee closure on coats and pants	$3.50
12.	Snap	Replacement of snaps on pants and coats either for attaching liners or to shells	$3.50
13.	Suspender Button	Replacement of suspender buttons on pants	$3.50
14.	Hanger Loop	Replacement of hanger loop in back of coat shell approximately 4 inches, same material as outer shell (Example #14)	$5.00
15.	Drag Rescue Strap	Replacement of drag rescue strap	$78.00
16.	Leather Cuff	Replacement of leather cuff at bottom leg approximately 3 inches in width doubled over pant hem; length 20-24 inches	$15.00
17.	Wristlet	Replacement of wristlet according to manufacturer's original design	$18.00
18.	Lengthen Leg Hem	Lengthen leg hem shell and liner if necessary – per inch	$25.00

Pricing

Item No.	Item Description		Unit Price
19.	Mic Tab	Replace microphone tab on outer shell of coat, approx 3 inch in length and ¾ inch wide, same material as outer shell	$6.00
20.	Radio Pocket	Replace radio pocket, approx size 9 x 4 x 2 ½ inches, same material as outer shell. Radio pockets may vary in sizes and should be replaced with same size as being removed. (Example #20)	$25.00
21.	Flap Radio Pocket	Replace radio pocket flap, approx 4 x 4 inches, same material as outer shell. (Example #21)	$9.00
22.	Pocket	Replacement of pocket, approx 9 x 8 x 2 ½ inches, same material as outer shell. Pockets may vary in sizes and should be replaced with same size as being removed. (Example #22)	$32.00
23.	Pocket Flap	Replacement of pocket flap (Example #23)	$18.00
24.	Trim	Replacement of reflective trim by inch	$2.00
25.	Velcro	Replacement of Velcro by inch	$4.00
26.	Name Panel	Add or replace name panel, constructed of 2 layers of outer shell material (black) with snaps. One-inch (1") reflective lettering is used for name (Example #26)	$35.00
27.	Knee Pad	Replace leather knee pad 8 ½ x 10 inches (Example #27)	$15.00
28.	Patch Small	Maximum 32 cm sq (5 in sq) patch of same material as outer shell	$12.00
29.	Stitch	Stitching open seams, loose Velcro or loose pocket. Price per area of element	$9.00
30.	Strap	Replace take-up straps (Example #30)	$8.00
31.	Flag	Add or replace flag patch (Example #31)	$8.00

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T10-115-01**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Fire Department, Attn: Craig Fredricks**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.

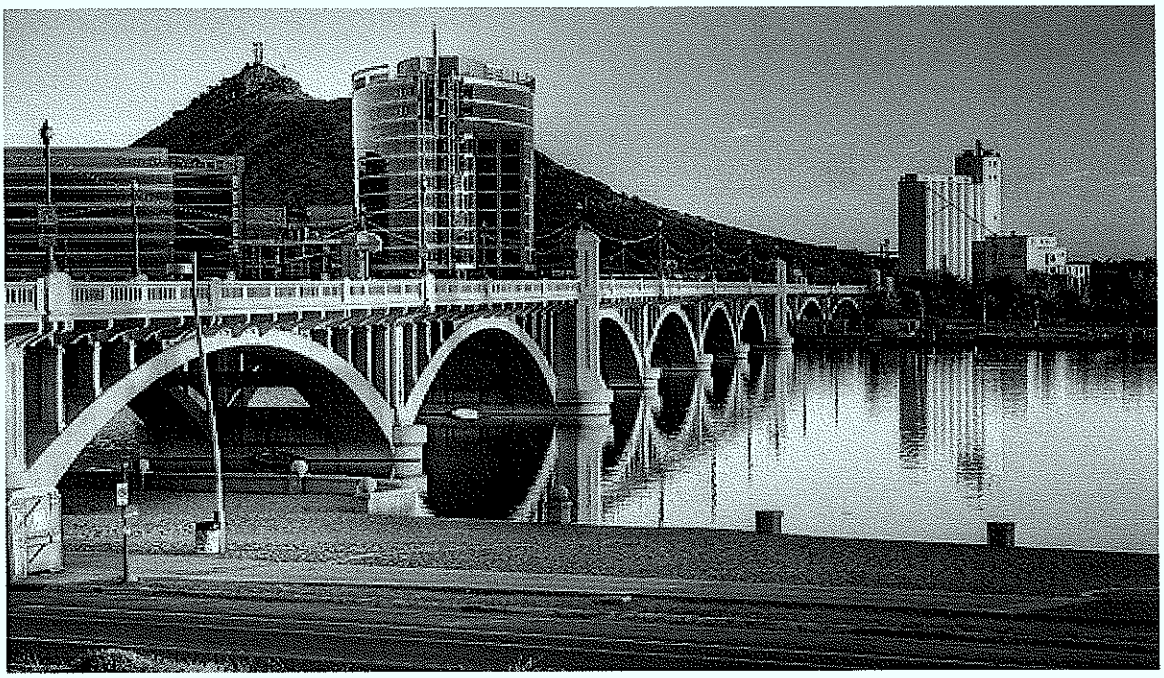
Lisa Goodman

Lisa Goodman, CPPB
Procurement Officer
(480) 350-8533

Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document



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

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

ORIGINAL

Vendor's Offer

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

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

Company Name: United Fire Equipment Co.

Company Mailing Address: 335 N. 4th Ave

City: Tucson State: Arizona Zip: 85705

Contact Person: Barry Richardson Title: Vice President of Sales

Phone No.: 520-622-3639 FAX: 520-882-3991 E-mail: barryr@ufec.com

Company Tax Information:

Arizona Transaction Privilege (Sales) Tax No.: 10069769-B or

Arizona Use Tax No.:

Federal I.D. No.: 86-0354767

City & State Where Sales Tax is Paid: Tempe , Arizona

If a Tempe based firm, provide Tempe Transaction Privilege (Sales) Tax No.:

THIS PROPOSAL IS OFFERED BY

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

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

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

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

Barry Richardson
Signature of Authorized Offeror

07/26/10
Date

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

Proposal Questionnaire (Revised 7/1/10)

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

1. Within how many miles is your location at which measurements will be taken? 4 miles

2. What is the lead time for custom order items? 90 days

3. Can your firm provide non-stock items (excluding custom orders) within 3 business days? Yes X No____

   If No, what is your delivery time? _____ days.

5. What is the value of your turnout clothing inventory? $ 100,000.00

6. Do you agree to provide the Tempe Fire Department with a reasonable stock as defined on page 24 in this Request For Proposal? Yes X No____

7. Do the items offered comply with NFPA 1971 Standard. Latest Edition? Yes X No____

8. Please list all applicable warranties including service and support.
   All issues should be brought to United Fire to better assist customer with warranty issues. Hoods, gloves, suspenders and repairs are warranted for 1 year. Helmets are warranted for 5 years. Turnouts have a limited life time warranty for 3-5 years. Please see section 8 of Bid for full details regarding all warranties.

9. Can your firm provide turnout gear in the sizes provided on page 24? Yes X No____
   Please list any exceptions including female sizes.

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

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

Proposal Questionnaire (Revised 7/1/10)

11. Do you have the ability to clean and repair turnout gear to NFPA Standards, Latest Edition?
Yes __X__ No _____

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

12. Will you provide at not cost to the City, compatible software for keeping records on in service, inspection, cleaning, repair and out of service status on all garments? Yes __X__ No_____

13. Does your firm provide pick-up and delivery service for items to be cleaned and repaired? Yes __X__ No_____

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

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

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

Lion Apparel

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

Yes __X__ No_____

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

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

18. Were samples of each style and item offered delivered to the Tempe Fire Department Warehouse located at 3031 S. Hardy Drive? Yes __X__ No_____

Signature of Fire personnel verifying receipt.

FIRE SVC TECH RHARRIS	R Harris	7-28-10
Printed Name/Title	Signature	Date Received

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

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

UNITED FIRE EQUIPMENT COMPANY

Life Safety is Serious Work®

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

Letter of Clarification – Proposal Questionnaire

Page 2, Question 11

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

Page 2, Question 13

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

Page 2, Question 20

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

335 North 4th Avenue Tucson, AZ 85705 520-622-3639 Fax: 520-882-3991 AZ Toll Free 800-362-0150 Toll Free 800-622-3630 Fax Free 800-882-3991

Use Tab Key To Toggle Between Fields To unprotect>use password NFPA

the standard in safety | Underwriters Laboratories

PRODUCT SUBMITTAL FORM - NFPA 1851

UNDERWRITERS LABORATORIES INC
12 LABORATORY DRIVE
RESEARCH TRIANGLE PARK, NORTH CAROLINA 27709
CONTACT: GREGG A. SKELLY
PHONE: 919-549-1862
FAX: 919-547-6403
E-MAIL: Gregg.A.Skelly@us.ul.com

NAME OF APPLICANT: (The company/organization requesting the investigation) United Fire Equipment Company	**POSTAL CODE:** 85283
ADDRESS: 125 West Gemini Drive ST E7	**TELEPHONE:** 480 491-5780
CITY: Tempe	**FAX NUMBER:** 480 491-5907
STATE/PROVINCE: Arizona	**E-MAIL:** tanyar@ufec.com
COUNTRY: United States	**CONTACT NAME:** Tanya Rush
	CONTACT TITLE: Branch Manager

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

Outer Shell Fabric Repairs:		☒
Thermal Barrier Repairs:		☒
Moisture Barrier Repairs:	Type 2C, Crosstech	☒
	Type 3D, RT7100	☒
	Type 4A, Crosstech	☒
	Stedair 3000	☒
	Stedair 4000	☒

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

Use Tab Key To Toggle Between Fields

To unprotect>use password NFPA

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

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

Bill to:	**POSTAL CODE:** 85715
NAME: United Fire Equipment Company	**TELEPHONE:** 1800 362-0150
ADDRESS: 335 North 4th Ave	**FAX NUMBER:** 1 520 882-3991
CITY: Tucson	**E-MAIL:** deborah@ufec.com
STATE/PROVINCE: Arizona	**CONTACT NAME:** Deborah Livingston
COUNTRY: United States	**TITLE:** Administrative Controller

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

CUSTOMER CONTACT INFORMATION

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

PRODUCT INFORMATION

Industry: Personal Protection Equipment
Product: Firefighter Garment Repair Organizations (NFPA 1851 Ch 11; QGVH)
Product Description: ISP 3rd party certification for firefighter PPE
Request Type: Issue a quote letter
Requested services from UL before? NO
Customer Request Identifier:
Request ID: 295860
Comments or Special Instructions:
Number of Attached Files: 0
Request Link:
http://quote.ul.com/RequestDetails.aspx?RequestId=VzlVJy4HL66UEDWcwyqaUA%3d%3d

SERVICES AND CERTIFICATIONS REQUESTED:

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

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

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

Addendum to Solicitation

Tempe

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

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

and is Addendum No. | 1

Date: | June 24, 2010

Procurement Description: | Turnout Clothing

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

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

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

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

United Fire Equipment Co.
NAME OF COMPANY

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

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

520-622-3639
TELEPHONE

Tucson AZ 85705
CITY STATE ZIP

Barry Richardson
AUTHORIZED SIGNATURE

Addendum to Solicitation

Tempe

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

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

and is Addendum No. | 2

Date: | July 2, 2010

Procurement Description: | Turnout Clothing

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

Delete: Pages 26 thru 39, Specifications

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

Delete: Pages 40 thru 41, Proposal Questionnaire

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

Delete: Page 44, Pricing Section

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

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

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

United Fire Equipment Co.
NAME OF COMPANY

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

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

520-622-3639
TELEPHONE

Tucson AZ 85705
CITY STATE ZIP

Barry Richardson
AUTHORIZED SIGNATURE

Addendum to Solicitation

Tempe

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

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

and is Addendum No. | 3

Date: | July 8, 2010

Procurement Description: | Turnout Clothing

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

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

United Fire Equipment Co.
NAME OF COMPANY

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

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

520-622-3639
TELEPHONE

Tucson AZ 85705
CITY STATE ZIP

Barry Richardson
AUTHORIZED SIGNATURE

Specifications (Revised 7/1/10)

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

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

Specifications (Revised 7/1/10)

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

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
Research and Development With the ever changing advancements in technologies of fabrics and designs for protective clothing, we will require assistance in research and development from the manufacturer. Those requirements are as follows: a. There shall be a research and development conference for fire protective coats, and pants with the manufacturer per contract year. b. The manufacturer shall provide at no cost to the City, a maximum, of three (3) protective coats and pants for wear test, each contracted year. c. The wear test shall include new technology fabrics and or designs and must be approved by the Tempe Fire Department prior to construction.	X		

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

Stitching All stitches to meet all applicable requirements of NFPA 1971, latest edition.	X		
Stress Points All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly to be reinforced with bar tacks.	X		
Metal Contact Prevention The coat and pant to be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waist band of the trousers. This shall apply to the use of all rivets, snaps, hooks, Dee rings, zippers, or any other metal used to assemble the coat or trousers.	X		

Item 1
TURNOUT COAT

Coat Assembly The coat shell to be of 3-panel construction in all layers with an inverted pleat on each side where front and back body panel pieces meet. Each pleat to begin at the back of each shoulder and to extend vertically down the side of the coat. A combination moisture barrier/thermal liner to include a corresponding 1" inward dynamic fold approximately 1 ½" from each sleeve seam at the shoulder. This fold to provide for coat expansion when extending arms forward and to interface with the inverted pleats of the outer shell to maximize mobility and function of the outer shell and thermal liner. The coat shell and moisture barrier/thermal liner to be oversized to assure proper chest fit and insure maximum mobility without restriction of the arms and shoulders. Bi-swing construction to provide better fit, longer wear and greater comfort. The coat length to allow both a long and short version. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure from 32" in length for the short to 35" for the long. (Female coats from 29" in length for the short to 32" for the long.) Sleeves shall be graded to size of the full length and of shoulder insert, 2-panel type design.	X		

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
Moisture Barrier and Thermal Liner Assembly	X		

a. Design to be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion.
b. The left and right fronts of the moisture barrier/thermal liner to be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner to be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner to have a minimum 2" wide, 2-ply Crosstech®/Nomex® pajama check extension sewn the full length of the neck. FR loop, ¾" wide, to be sewn on extension to tuck into pleat in outer shell collar. The liner to have an internal pocket measuring approximately 8 ½" x 8 ½" made of 6 oz. minimum Nomex® The liner pocket to be located on the left side of the coat liner.

Collar Strap	X		

a. The collar to be 3" tall and of a 4-layer configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar to be fully lined with (1) layer of PTFE moisture barrier material and two (2) layers of thermal liner.
b. The collar to provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat. The outer-most layer of the collar to be outer shell material. The inner-most layer facing the wearer's body to be outer shell fabric.
c. The collar to be contoured and to completely cover the neck and throat area when in the raised position. The raised height to be approximately 3" tall with a contoured overlap at the front of the coat. Collar closure to be provided by FR hook and loop 2" x 4", with hook portion sewn on the right side of collar, and loop portion sewn on left, set horizontal.
d. Collar to be of such design so as not to interfere with the SCBA face mask, or helmet. When examined prior to donning, the turned-up collar to completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection. The three piece contoured 4-layer collar to be sewn with a pleat on the innermost layer. Pleat to have ¾" FR hook sewn on the underside to engage the moisture barrier extension on the liner.

Throat Strap	X		

a. Throat strap to be of 4-layer configuration providing continuous thermal and moisture protection around the neck and face. The throat strap to be mounted to the outer shell collar to ensure that when the coat is closed and the collar is raised, the throat strap to prevent any opening between the left and right collar. To inside of the throat strap to be fully lined with PTFE moisture barrier material and two (2) layers thermal liner quilted to the innermost outer shell fabric layer for additional comfort. The outer most layer of the throat strap to be outer shell material. The innermost layer facing the wearer's body to be outer shell fabric.

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
b. The throat strap to be not less than 8" long and 2" wide, shaped to be compatible with the SCBA face mask. The throat strap to be secured in the stowed position with 2" x 2" of loop on the left outside of the collar and 2" x 2" of hook on inside of throat strap. The throat strap to attach to the right side of the collar with 2" x at least 2 ¾" of loop.			
Collar Hanger Loop An external hanger loop constructed of a double layer of outer shell material to be provided on the outside of the coat at the collar seam. Loop to be attached to outer shell using bartacks. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop loaded evenly with a minimum weight of 80 lbs. and allowed to hang for one minute.	X		
Back Yokes a. An additional layer of thermal liner reinforcement material to be sewn directly onto the underside of the outer shell for additional thermal protection. The thermal liner material to be sewn to the upper back portion of the outer shell across the upper back from the collar seam to 11" down and across the back ending at each armhole and including each pleat. The thermal liner material used to be as referenced under thermal liners reinforcement. The facecloth shall face the wearer. b. An additional layer of 2.7 oz/sq. yd E-89® spun laced Aramid material of 85% Nomex®/15% Kevlar®, or acceptable alternate, to be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down and across the back ending at the armhole.	X		
Shoulder Caps and Reinforcement Padding a. A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection. b. For additional thermal protection and cushioning, 1-layer of 1/8" thick, fire retardant closed-cell foam or acceptable alternate to be oriented between the outer shell and the shoulder cap reinforcement	X		
Sleeves a. Bellows underarm construction to be used in all layers of the coat outer shell/moisture barrier/thermal liner - ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. The construction to extend to all inner layers of the coat to increase the fit and freedom of movement.	X		

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
b. The outer shell/moisture barrier/thermal liner bellows shoulder construction to consist of an underarm and should bellows of elongated football shape not less than 8" wide by not less than 15" long sewn into each of the coat's fabric layers. The bellows in each layer to begin at a point corresponding to the front of the armpit, wrap around under the arm and shoulder joint, and terminate at the rear top of the shoulder.			
Cuffs and Wristlet	X		
a. Shell cuffs to be reinforced on the inside and outside with two (2) layers of PBI® outer shell material at least 2" in width around the full circumference of the opening. Cuff reinforcements to be sewn to the shell with no less than two rows of stitching. There shall be a sleeve well to prevent water and debris from entering the sleeve when arms are in a raised position. The thermal liner/moisture barrier to extend to within 1" of the sleeve end. There shall be no break in thermal protection between the Thermal Liner assemble and the thumbhole wristlet. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.			
b. An internal thumbhole wristlet to consist of a 2-ply knit of PBI®/Spandex or 48% Nomex®/48% Kevlar® and 4% Spandex for superior recovery. Wristlet treated with Teflon® water resistant alloy is preferred. Wristlets to extend not less than 8" completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets to be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection. Thumb tabs sewn to standard wristlets are not considered a thumbhole wristlet.			
Hem	X		
The bottom of the outer shell to be hemmed by folding it upward and installing trim placement then lock stitching the trim to the outer shell at the hem.			
Front Closures	X		
There shall be continuous thermal and moisture protection around the entire torso including the coat front area beneath the storm flap. Both right and left inside front facings of the coat outer shall to incorporate outer shell fabric and PTFE moisture barrier, extending from collar to hem.			
a. The complete out shell coat front closure design to consist of a front closure system completely protected by an outside storm flap.			
b. The front closure to consist of 4 snap hooks set at the right side of the coat front, underneath the storm flap, with 3 leather reinforced rivets. Opposite of each snap hook, a corresponding Dee-ring shall be set with 2 leather reinforced rivets to the underside of the left front leading edge.			
c. The storm flap to be set on the outside of the wearers left side of the coat opening. The flap to open from right to left.			

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
d. Storm flap to measure a storm flap measuring not less than 5" wide, nor less than 22" in length and be composed of two layers of outer shell material with a single layer of Arafil™ material sandwiched in between. The orientation of the Arafil™ will be with the coated side outward facing.			
e. The storm flap closure to consist of 2" wide loop on the inner side of the storm flap and 2" hook attachments on the right coat front. The hook and loop closure to extend the full length of the outer storm flap, eliminating all exposed hardware in order to prevent interference while opening fire hydrants.			
Pockets, Flaps, and Closures	X		
The coat to have two (2) outside half bellows pockets sewn to the bottom of the coat outer shell, on each side of the front closure so that the pocket is accessible while wearing the SCBA. The Tempe Fire Department utilizes the MSA Firehawk 4545 SCBA.			
a. The Pockets to measure 10" wide and 8" high. The pockets to expand by means of side and bottom gussets that measure 0" inches in front and 1 ½" in back.			
b. The pockets to be constructed using outer shell material and trim to be located over the face of the pockets to align up directly with the coat's bottom trim line.			
c. The entire inside of the pocket to be lined with Kevlar® twill material. Bar tacks to be used to keep the inner liner from pulling out. Drainage of moisture to be provided by rustproof eyelets. Eyelets to be located at the bottom corners of the outer shell pockets. Eyelets to drain the entire pocket, shell, and interior liner.			
d. Pocket flaps to be a full 1" wider (½" inch per side) than the width of the pocket, and overlap the fully opened pocket by 2" minimum. The flaps to be reinforced at each top corner with a bar tacked. Pocket flaps to be fastened with two (2) hook/loop fastener strips, 3" each in length by 2" wide. Loop strips to be sewn to the pocket, hook strips shall be sewn to the pocket flaps no more than ¼" from the side and lower edges. (Velcro® hook and loop shall be applied so that proper alignment occurs when pockets are empty or full.)			
Special Purpose Pockets	X		
There shall be a radio/flashlight pocket located on each breast (left & right), parallel with the storm flap, 4" below the edge of the shoulder cap. These Pockets to measure 9" high x 4" wide and 2" deep. Pockets to be made using the outer shell material. The Pockets to be reinforced with a bar tacked. Drainage of moisture to be provided by rustproof eyelets.			
a. Pocket flap to be a ½" wider on each side than the width of the pocket and have a total height equal to the thickness of the pocket's bottom gusset, plus 3". They shall be reinforced at each top corner by means of bar tacking. The pocket flap shall close the pocket top with a 3" x 2" hook and 3" x 2" loop system, mounted so the loop is on the pocket flap and hook is on the underside of the flap.			
b. An American flag to be sewn to the wearers left pocket flap on the left pocket.			

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
Elbow Reinforcement a. The sleeve to have an elbow pad throughout all layers which shall provide a natural bend in the sleeve. This pad to be set on the back of each sleeve and shall be oval shape, measuring 50% in width of the sleeve and a minimum of six inches (6") at the highest point. The outer shell reinforcement to consist of black PBI. b. In addition to reinforcement, elbows to be padded using 1/8" thick, fire retardant closed-cell foam or acceptable alternate. The reinforcement material to be oriented between the outer shell and elbow reinforcement.	X		
Mic Tabs There is to be one ½" x 3" self-fabric mic tab with hard leather inside with bartacks on each end. Mic tabs to be located on the left chest above radio pocket. There is to be a 1" x 5 ½" self fabric strap folded over 2" and then end folded up 1 ¼" with 1" dee hanging from loop, bartacked to shell. To be located on the stormflap, 6" above the chest trim.	X		
Special Purpose Ring The special purpose ring to be constructed of double layer outer shell material, 1" wide x 4" in length, folded in half to form a loop, and shall be affixed directly below the wearer's right breast pocket by means of two bar tacks at the top. The loop to face vertically downward, and hold one (1) nickel plated 1" circular metal ring.	X		
Glove Holder The Glove Holder to be constructed of double layer outer shell material, 2" wide x 13" inches in length. Each end to have Velcro attachments 2" x 3 ½" inches to form a loop, and shall be affixed directly below the wearers left breast pocket by means of four bar tacks and a box X stitch. The loop to face horizontal, and be able to hold one pair of NFPA 1971, latest edition fire fighter gloves.	X		
Reflective Trim a. There shall be two circumferential, horizontal bands of reflective trim sewn to the coat. One band to be sewn completely around at the extreme bottom of the outer shell. The second one to be sewn completely around the chest and back slightly below the arm pit of the outer shell. NOTE: THIS MAY REQUIRE SEWING TRIM TO THE FRONT FACE OF THE POCKETS PRIOR TO ASSEMBLY. b. There shall be two vertical strips of reflective trim between the two horizontal bands of trim, on the back of the coat. Each strip to be sewn at the extreme left and right side of the back, forming a box. Each vertical strip to be visible while wearing an SCBA. The ends of each vertical strip to be sewn under the horizontal bands. c. There shall be one circumferential strip of trim around each sleeve located between elbow patch and cuff.	X		

Specifications (Revised 7/1/10)

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

Item 2
TURNOUT PANTS

Pant Assembly The pant shall have a traditional design with a short rise.	X		
Moisture Barrier and Thermal Liner Assembly a. Design to be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The moisture barrier/thermal liner to finish no more than 3" from the cuffs. b. The moisture barrier/thermal liner to be able to be completely detachable from the outer shell for the ease of cleaning.	X		

Specifications (Revised 7/1/10)

	Vendor Response		
	Yes	No	Exception
Fly Flap a. The outer shell to have an overlapping fly front running the full length of the fly on the left side. The flap to not be less than 5" wide at the waistband, cut diagonally to the bottom of the fly, where it shall be bar tacked. The Storm fly to be held closed along its full length by means of a hook & pile fastener closure of 2" minimum width along the leading edge; for a distance of not less than 9" from the bottom of the fly closure to the waist area, for proper alignment and secure closure. b. Fly flap to be fastened with a hook and Dee assembly centered on double thickness outer shell waistband. Hook to be turned inside and affixed to the trousers on the right side. Dee to be affixed to the outside of the fly flap. Rivets for fastening both hook and dee to be backed by one piece of leather reinforcing material. Zipper closures may be approved after evaluation. c. Thermal Fly Assembly to include a moisture barrier/thermal liner and be constructed with an extension on the left side at the waist of all layers of the fly opening to assure continuous thermal and moisture protection. This overlap is to be positioned between the layers of the outside storm fly.	X		
Waist Band The waist of the pants to be reinforced on the inside with two (2) layers of an outer shell fabric material not less than 1 ½" in width. The waist to be turned under to provide double material strength with the independent waistband shall be double stitched to the outer shell. a. Eight (8) suspender buttons to be appropriately spaced around the waistband to accommodate the use of suspenders. Vendors may include options for suspender or rescue style belt fasteners. b. The waist of the moisture barrier/thermal liner to be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. c. At least three belt loops of two-layers of shell fabric, shall be provided.	X		
Bellows Pockets, Flaps, and Closures a. There shall be two (2) bellows pockets, one (1) each leg, centered on the lateral aspects of the thighs. The uppermost part of the pocket to be 8" from the top of the waistband on the standard size and proportioned as appropriate for sizes other than the standard. The pockets to measure at least 8" wide with a front height of 8" and a rear height of 10". Pockets to have inverted gussets of at least 1 ½" in the front, rear and bottom. b. The entire inside of the outer shell pocket to have an inner liner of Kevlar® twill. Bar tacks to be used to keep the inner liner from pulling out.	X		

Specifications (Revised 7/1/10)

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

Specifications (Revised 7/1/10)

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

Pricing Section (Revised 7/1/10)

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

UNITED FIRE EQUIPMENT COMPANY

Life Safety Is Serious Work®

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

6b. Helmet, Traditional Cairns- CAICTRD755111221A Manufacturer and Model No. *with goggles	30 Each	$ 181.71	$ 5,451.30
7b. Helmet, Modern Cairns- CAI660CXS Manufacturer and Model No. *with goggles	30 Each	$ 186.66	$ 5,599.80
		Group 1 Total:	**$65,397.00**

6c. Helmet, Traditional Paul Conway- LIOLFH2120S Manufacturer and Model No. *with goggles	30 Each	$ 193.00	$ 5,790.00
7c. Helmet, Modern Paul Conway- LIOLFH3910S Manufacturer and Model No. *with goggles	30 Each	$ 154.18	$ 4,625.40
		Group 1 Total:	**$64,761.30**

6d. Helmet, Traditional Paul Conway- LIOLFH2120E Manufacturer and Model No. *without goggles	30 Each	$ 184.13	$ 5,523.90
7d. Helmet, Modern Paul Conway- LIOLFH3910M Manufacturer and Model No. *without goggles	30 Each	$ 145.31	$ 4,359.30
		Group 1 Total:	**$64,229.10**

335 North 4th Avenue Tucson, AZ 85705 520-622-3639 Fax: 520-882-3991 AZ Toll Free 800-362-0150 Toll Free 800-622-3630 Fax Free 800-882-3991

Pricing Section

Group 2 – Cleaning, Inspection and Repair

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

ITEM NO.	MAINTENANCE NAME	DESCRIPTION	QTY	PRICE
1.	Clean	Soaking, scrubbing, washing, rinsing and drying of coat or pant – (one shell and liner)	1	$ 20.00
2.	Inspection	All inspection procedures as defined in NFPA1851, section 6.3 for Advanced Inspection	1	$ 0.00
3.	Liner Inspection	Complete liner inspection as defined by NFPA1851, section 6.4	1	$ 0.00
4.	Hood	Inspect, clean and dry nomex hood. Tag if unserviceable	1	$ 10.00
5.	Gloves	Inspect, clean and dry fire gloves (pair). Tag if unserviceable	1 pr	$ 12.00
6.	Brush Pants	Inspect, clean, dry and repair brush pants. Tag if unserviceable	1	$ 23.00
7.	Boots	Inspect, clean and dry leather structure boots (pair). Tag if unserviceable	1 pr	$ 20.00
8.	Barcode	Replacement of barcode	1	$ 10.00
9.	Zipper	Replacement of zipper that zips coat liner into coat shell approximately 2 feet in length	1	$ 25.00
10.	Hook	Replacement of metal hook closure on coats and pants	1	$ 8.00
11.	Dee	Replacement of metal dee closure on coats and pants	1	$ 3.50
12.	Snap	Replacement of snaps on pants and coats either for attaching liners or to shells	1	$ 3.50
13.	Suspender Button	Replacement of suspender buttons on pants	1	$ 3.50
14.	Hanger Loop	Replacement of hanger loop in back of coat shell approximately 4 inches, same material as outer shell (Example #14)	1	$ 5.00
15.	Drag Rescue Strap	Replacement of drag rescue strap	1	$ 78.00
16.	Leather Cuff	Replacement of leather cuff at bottom leg approximately 3 inches in width doubled over pant hem; length 20-24 inches	1	$ 15.00

Pricing Section

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

Group 2 Total: $ 462.50

Pricing Section

* Applicable Tax 9.3 %

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

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

Ordering and Invoice Instructions

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

Invoices shall include:

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

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

Statement mailing address:	City of Tempe Accounting (see below for your contact) P.O. Box 5002 Tempe, Arizona 85280 Phone: 480-350-8355	
Accounting Contacts:	Cecilia Miller	Letters A-C
	Ramona Zapien	Letters D-O
	Candace Duke	Letters P-Z

United Fire
125 W. Gemini Dr., Suite E7

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

Repair Detail
(This is Not an Invoice)

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

Bill To: TEM Tempe Fire Department
PO Box 5002

Tempe
AZ 85281

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

Invoice Totals

Net Amount	142.00
	0.00
Freight	0.00
Gross Amount	142.00

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 10-115

RFP ISSUE DATE: 06/03/2010
Commodity Code(s): 091-03, 067-06

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

PROPOSAL DUE DATE/TIME: **Thursday, July 1, 2010, 3:00 P.M. Local Time**

Late Proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO THE CITY PROCUREMENT OFFICE

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

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

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

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

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

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

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

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

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

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

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

Michael Greene
Michael Greene, C.P.M.
Central Services Administrator

INSTRUCTIONS TO OFFERORS

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

1. **Preparation of Proposal:**

   A. Offers shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form No. 201-B(RFP).

   B. All Proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the Proposal to the City.

   C. Completed and signed Proposal forms for Offer, acceptance and any solicitation amendments shall be signed by an authorized signer. Such Proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a Proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the Proposal. The City shall not reimburse any costs for a Proposal, or its submission, presentation or withdrawal, for any reason.

   E. Offeror shall identify each subcontractor(s) to be utilized in the services and/or work set forth herein, in the proper form as indicated.

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

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

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

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

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

7. **Evaluation:** The City shall determine whether a Proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any Proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all Proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to emit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.

9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.

10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all Proposals, or portions thereof, or reissue this Request for Proposal.

11. **Award of Contract:** A Proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the Vendor's Proposal Offer to be considered as nonresponsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in Proposal pricing. The City is exempt from payment of federal excise tax. For Proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.

13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal, its ability to accept a City procurement card payments. The inability to accept payment by City procurement card will not disqualify a Proposal.

14. **Proposal Results:** Offerors may attend the scheduled Proposal opening at which the name of each Offeror will be publicly read. All other information contained in the Proposals shall be kept confidential until the Contract is awarded. After award of the Contract, an appointment may be made with the City Procurement Officer to review Proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council.

15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the Proposal opening shall be filed prior to the Proposal opening. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a Contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with Proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the Proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with Vendor's Proposal Offer and approved by the City Procurement Office.

17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

A. "City" means the municipal corporation of the City of Tempe, Arizona.

B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.

D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

F. "Offeror" means a business, entity or person who submits an offer in response to a competitive solicitation.

G. "Public Record" means Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.

I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

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

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

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

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

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

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

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

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

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit Proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final Proposal revisions (best and final offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of Proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from Proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

A. Determine in greater detail such Offeror's qualifications;

B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

24. **Code Governance**: Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Public Record**: Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

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

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify the Contractor of such non-allocation affecting the obligations of the Contractor and/or the City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Certification:** By signing the "Vendor's Offer", Form 201-B (RFP), the Offeror certifies:

   A. The submission of the Vendor's Proposal Offer response did not involve collusion or other anti-competitive practices.

   B. The City is an equal opportunity, affirmative action employer. Offeror hereby covenants that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, national origin, physical or mental disability, age, sex or veteran status. Offeror agrees and convenants that it will comply in all respects with the applicable provisions of Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment Assistance Act, the Rehabilitation Act, Arizona Executive Order No. 99-4, and all other applicable state and federal statutes governing equal opportunity.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted Proposal and any resulting Contract. In addition, the Offeror may be barred from future Proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F. Offeror agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Offeror acknowledges that a breach of this warranty is a material breach of this Contract and Offeror is subject to penalties for violation(s) of this provision, including termination of this Contract. The City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Offeror. Offeror hereby agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a Purchase Order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the Vendor's Proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous Contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written Contract Modification Notice issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.

10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, Proposals, negotiations, Purchase Orders or master agreements in any form.

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

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

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor Proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

14. **Billing:** All invoices submitted by the Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Invitation for Bid. Separate invoices are required on individual Contracts or Purchase Orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Events of Default and Termination:**

A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.

i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

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

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

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

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

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

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

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

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

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

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

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

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

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

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

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

23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

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

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

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

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

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

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default, or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.

28. **Performance Standards**: Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the Proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

32. **Public Record:** After award of Contract, Proposal responses shall be considered public record and open for pubic inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its Proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its Proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.*

33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.

34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

35. **Rights and Remedies:** No provisions of this Request for Proposal or in the Proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

    A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

    B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

    C. Is engaged in activities prohibited in the Order; or,

    D. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

    A. All workmanship shall be finest and first-class;

    B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,

    C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

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

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor

45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a Purchase Order to the appropriate Contractor. Each Purchase Order must cite the correct Contract number. Such Purchase Order is required for the City to order and the Contractor to deliver the material and/or service.

46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

47. **Delegated Awards**: In the event this contract(s) is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

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

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in Vendor's Proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the Vendor's Proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the Proposal opening time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.

7. **Pricing:**

   A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed

   B. In the case of system Proposals, Offeror shall identify all items which are required to make the system function in accord with stated Request for Proposal.

   C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with stated Request for Proposal.

8. **Price Adjustment:**

   A. The City Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.

C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

9. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

10. **Turnaround Time:** Offeror must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this Request for Proposal. Turnaround time is defined as the time frame beginning with the Contractor being notified of a need by the City and ending with the delivery of the work in completed form back to the City within the specified time. Proposal shall provide any required pick-up and delivery as part of the proposed price response to the City.

11. **Change Order:** The City Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's Proposal and price response.

12. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict Proposal Offers by other Offerors but are intended to establish the quality, design or performance, desired by the City. Any Offer, which proposes like quality, design or performance, will be considered.

13. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production, shall have been formally announced for general marketing purposes, shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.

14. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:

A. A formal announcement from the manufacturer that the product or model has been discontinued;

B. Documentation from the manufacturer that names the replacement product or model;

C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;

D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and

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

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

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

17. **Insurance:**

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

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

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

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

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as insurance service officer policy form CG2010 11/85 edition or any replacement thereof.

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

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

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

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

C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute to it.

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

G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

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

I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

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

18. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Scope of Work

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

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

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

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

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

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

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

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

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

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

Specifications

GROUP 1 – TURNOUT CLOTHING

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

Requirements

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

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

Sizes

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

Delivery

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

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

Samples

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

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

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

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

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

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

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

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

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

GROUP 2 – CLEANING, INSPECTION AND REPAIR

Contractor Requirements

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

Proposal Requirements

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

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

Reporting Requirements

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

Proposal Checklist for Submittals

_____ One signed and complete original of the Proposal response, including "Vendor's Offer" (Form 201-B).

_____ Three (3) copies of your submittal have been included.

_____ Proposal Questionnaire and all requested documentation has been completed and included.

_____ Price Information completed and included.

_____ Any addenda have been included.

_____ Samples of items offered have been delivered to fire warehouse and Proposal questionnaire has been signed by Fire personnel verifying receipt.

_____ Completed specifications pages 26 through 38 with any exceptions indicated have been included.

Evaluation Criteria

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

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

This Proposal will be evaluated on a cumulative point system.

Scoring

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

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

FireDex
Protection for the Heat of the Battle®

Specification

Phoenix Hood H37PFNBPX

Features
*Double layer with shoulder notch style
* High performance organic fiber blend
*Excellent flash protection - will not burn in air
*Lightweight absorbency - soft and comfortable
*Will not melt/drip - low hot air shrinkage
*Will not become brittle, even when charred
*Resistant to most chemicals, including inorganic acids
*Machine washable (do not bleach)
*Accommodates SCBA masks
*TRUEFIT elastic face opening
*Classified by Underwriters Laboratories Inc., in accordance with NFPA 1971, current edition

Materials
* Outer layer – 8oz P-84 40/60 P-84 Lenzing - (no exceptions).
* Each layer is 6.0 oz. per sq. yard cloth
* Construction is one by one rib
* Sewn with 100% Nomex thread

Construction
* Head portion: The head portion of the hood shall be a two-ply P-84 and P-84/ Lenzing blend. A single flat-lock stitch shall run from the top-center of the face opening, up over the top of the head and down the back of the hood. There shall be no other seaming in the head portion of the hood, (no exceptions).
* The face opening shall be formed of 1/2 inch elastic sewn between the two layers of the head portion. The dimensions of the face opening shall be no greater than 5.6 inches or less than 4.6 inches as required by NFPA standards.

Dimensions (no exceptions)
* Hoods shall be constructed to the following minimum sizes:
Top of the crown to end of back
Top of the crown to end of front "
Top of the crown to the shoulder notch "
At neck " wide
Face opening expanded 17" minimum
Bib and neck seam to expand 17 minimum

The H37 Fire Hood is a double layer hood with a separate top & bib.

General Information

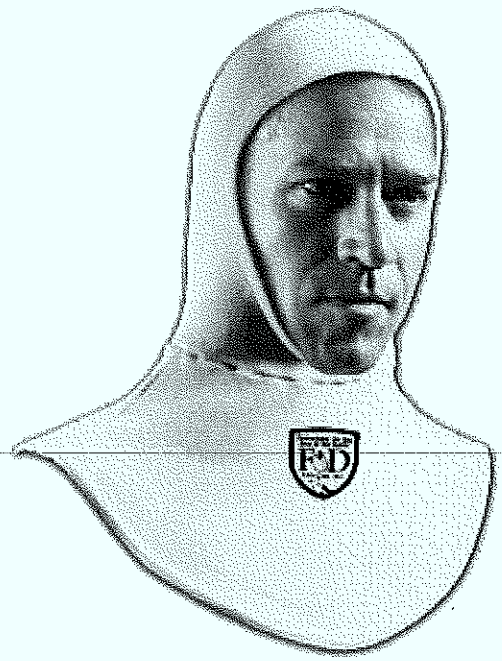
The **H37** Fire Hood is a double layer hood with a separate top & bib. The H37 also features Fire-Dex's TrueFit elastic with self fabric.

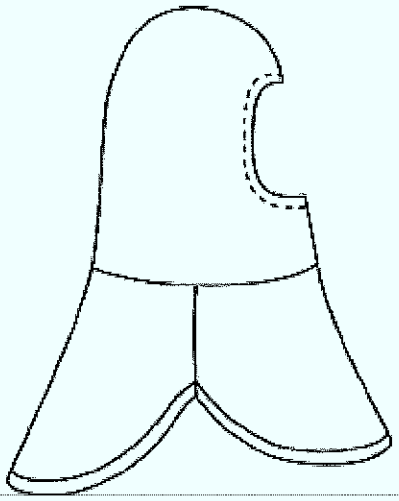
Fire-Dex's **H37** Fire Hood is available in the following double layer fabric combinations:

Code	Outer layer	Weight	Inner layer	Weight
PF	P84/Lenzing (40/60)	8.5 oz.	P84 Blend (40/60)	8.5 oz.
BN	Basofil/NOMEX (40/60)	6 oz.	Basofil/NOMEX (40/60)	6 oz.
NE	NOMEX (100%)	8.5 oz.	NOMEX (100%)	8.5 oz.
PS	PBI/Lenzing (20/80)	6 oz.	PBI/Lenzing (20/80)	6 oz.

Features

- Fully hemmed face opening and bottom
- Flatlock seam construction
- Sewn with NOMEX thread
- Fuller sizing for one size fits all comfort
- Compliant to NFPA 1971, current edition, unless otherwise noted.





HOOD OUTER SHELL COMPARISON

Code	Description	TPP - as received (20.0 min.)	Char length warp x fill in inches (<4 inches)	After flame in seconds (<2 seconds)	Seam burst strength (41 lbs. min.)
BN	6 oz. (40/60) Basofil® / NOMEX® blend	23.4	2.3 x 2.4	1.1 x 0.7	206.3 lbs.
FL	Outer: 8 oz.(40/60) P84® / Lenzing® FR Inner: 8 oz.(20/80) NOMEX/Lenzing FR	21.4	3.7 x 3.4 0.7 x 1.2	1.1 x 3.7 0 x 0	157.3 lbs
NE, NR	8 oz. Rib knit 100% NOMEX (NR is red)	22	1.8 x 1.7	0 x 0	318.5 lbs.
NL	8 oz. (20/80) NOMEX / Lenzing FR blend	23.8	0.7 x 1.2	0.7 x 0.8	141.3 lbs.
CX	7 oz. Rib knit CarbonX®	29.9	0.4 x 1.1	0 x 0	329.3 lbs.
PS	6 oz. rib knit (20/80) PBI® / Lenzing FR	23.7	2.2 x 1.9	0.6 x 0.6	148.6 lbs.
PA, PK PA - Gold PBI / PK - Black PBI	**Outer:** 8 oz. rib knit (40/60) PBI and high strength aramid **Inner:** 6 oz. (20/80) PBI/Lenzing FR	23.1	0.3 x 0.2 2.2 x 1.9	0 x 0 0.6 x 0.6	179.0 lbs.
PF, BF PF - Gold P84 / BF - Black P84	8 oz. (40/60) P84 / Lenzing FR blend	21.9	3.7 x 3.4	1.1 x 1.2	166.7 lbs.
PL	**Outer:** 6 oz. (20/80) PBI / Lenzing FR **Inner:** 8 oz. (20/80) NOMEX / Lenzing FR	27.1	2.2 x 1.9 0.7 x 1.2	0.6 x 0.6 0 x 0	134.2 lbs.
KS	6 oz. 100% KEVLAR® (non-NFPA)	N/A	N/A	N/A	N/A
NK	6 oz. rib knit 100% black NOMEX (non-NFPA)	N/A	N/A	N/A	N/A
NS	6 oz. rib knit 100% NOMEX (non-NFPA)	N/A	N/A	N/A	N/A

Blaze Fighter

A true, 3-dimensional NFPA 1971-2007 certified fire fighting glove with goatskin/military grade Kevlar outer, goatskin forchettes,Sentinel breathable vapor barrier and modacrylic FR liner.Glove construction includes our unique GLOVE BOND adhesive system that eliminates liner pull out. Blaze Fighter has the best dexterity in the structural fire glove market

BLAZE FIGHTER

A five fingered form fit 3 dimensional fire fighting glove with curved forchettes and a 2 piece inset pre curved thumb. Outer construction is made with yellow goatskin knuckle protection, black Kevlar back with a Kevlar underlayer continuing along the finger,to increase thermal protection. Supersoft cowhide palm and gauntlet cuff with an elastic snugger band along the wrist crease at the palm and back.

The finger design features a roll over finger tip eliminating the seam at the tip to enhance tactility and touch.

Thread
The glove is sewn with 100% Kevlar 70 thread at minimum 10 spi.

Barrier
The vapor barrier is a monolithic breathable 2 part PU membrane that is durable light weight and flexible. The barrier is exceeds the NFPA 1971 -2007 5 chemical challenge and is bloodborne pathogen rand viral penetration resistant.

Liner
The liner is an FR modacrylic liner that will not flame melt or drip.

Cuff
The cuff (Knitwrist version) is yellow Kevlar with spandex intersewn to ensure a snug fit during the life of the product. The gauntlet version is made with Supersoft cowhide with or without an inner cuff of Kevlar (as specified by the customer)

Adhesive System
All inner components are assembled using our GLOVE BOND adhesive system eliminating the need for tape at the finger tips. The adhesive is applied to a wide area at the fingers and palm area ensuring maximum bond between the liner / barrier and leather outer eliminating liner pull out completely.

Label
The label is permanently bonded onto the wristlet (wristlet version) or the inner leather cuff (gauntlet version).

Quality
All components are tested and inspected using our ISO 9001 quality system with 3 individual inspections during the manufacturing process. Our entire quality system is certified annually with 2 complete audits of our manufacturing process.

Sizes
Blaze Fighter is available in XS,S,M,L,XL,XXL,XXXL and Cadet sizes in Cadet M, Cadet L, Cadet XL, Cadet XXL (we can also make custom sizes if requested)

CairnsHELMETS

PURCHASING SPECIFICATION FOR
STRUCTURAL FIREFIGHTERS HELMETS

660C METRO, 2007 Revision

PURPOSE:
To supply a uniform, standard purchasing specification for a chip resistant fiberglass reinforced composite shelled, structural firefighter's helmet.

SCOPE:
The scope of this purchasing specification encompasses design, construction, materials and performance criteria deemed necessary for helmets utilized for structural firefighting.

GENERAL:
Helmets manufactured in accordance with this specification are designed to mitigate adverse environmental effects to the firefighter's head while providing the specifying authority with what is, in their opinion, essential requirements.

NO EXCEPTIONS, DEVIATIONS OR DELETIONS TO THIS SPECIFICATION WILL BE ACCEPTED.

MANUFACTURER'S WARRANTY:
Helmets shall be warranted, for the lifetime of the helmet, to be free of defects in material and workmanship when sold. The manufacturer, at its discretion, shall replace, free of charge, any such helmets determined to be defective by the manufacturer provided the factory is notified in writing within 30 days of the date of detection of the defect.

MANUFACTURER'S SHELL GUARANTEE:
The manufacturer shall guarantee, for a period of five (5) years from the date of manufacture that any helmet shell will be replaced free of charge if it is damaged beyond use while worn during normal assigned fireground activities. The manufacturer shall be relieved of any replacement liability under this guarantee if there has been a failure to follow the manufacturer's maintenance requirements supplied with each helmet.

HELMET SHELL:

The 660C Metro shall be of European Fire Service Style. The shell shall have a down sloping brim to enhance water shed. The radius of the juncture of the brim and crown shall be no less than 0.1875" to maximize deflection of debris and impact protection.

The 660C Metro helmet shell material is a composite consisting of a high-temperature-, flame-, and chip-resistant, "through-colored" thermoset resin, reinforced with 2" chopped fiberglass, which is compression molded to form a one piece shell. The "through-colored" thermoset resin is pigmented to match the color of the paint.

The shell dimensions (w/ edge-trim) shall be 14.00" in length, 11.13" in width and a crown depth of 5.9". The shell shall have a nominal wall thickness of 0.065".

The exterior of the molded shell shall be completely coated with a color pigmented, high gloss, abrasion, high heat and chemical resistant paint finish that shall closely match the color of the composite shell. The shell color and matched paint finish shall be available in the standard colors of white, red, black, and yellow. Orange and blue painted finishes shall be available over a white composite shell substrate.
The shell shall have black, or white*, high-temperature, flame-resistant, flexible edge trim composed of a aluminum-cored, thermoplastic rubber (TPR). The edge-trim is secured around the entire brim of the

helmet by crimping the aluminum core, and secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim.
* *Available on white helmet shells only.*

The shell shall have a helmet hanger comprised of a 3/4", nickel plated "D" ring and a stainless steel clip. The helmet hanger shall be attached to the center rear of the brim.

IMPACT LINER:
The 660C Metro shall include an impact liner, which is comprised of rigid cell, high temperature urethane foam cap attached to a flame-resistant thermoplastic PPO inner liner. The impact liner shall be modular and field removable for periodic inspection of the foam's integrity.

HEAD SUSPENSION:
The 660C Metro shall consist of a 6-way head suspension system, attached to the impact cap. The head suspension system is comprised of three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a tubular plastic ring, joined at the ends by an elastomeric tube, that locks the straps into a routed annular groove in the impact cap.

SIZING ADJUSTMENT:
The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband shall have a head size range of 6-3/8 to 8-3/8, adjustable in 1/8 increments. The head band is attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head.

COMFORT LINER:
The 660C Metro shall have a comfort liner, which consists of a headband cushion liner and a ratchet pad, which are both removable. Both components are produced from a foam core laminate system, which is comprised of a soft black flame resistant flannel material against the users head and backed by a soft loop material which will be secured to the headband and the ratchet with hook fastener. The comfort liner is machine washable, and can be easily upgraded to a leather-lined deluxe version.

CHINSTRAP:
The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex® webbing, which are connected on the left side of the helmet by a high-temperature, super-tough, thermoplastic quick release buckle, and by a cast zinc postman's slide buckle on the right hand side of the helmet.

The chinstrap is attached at either end of the impact cap by means of the tubular plastic ring, joined at the ends by an elastomeric tube, that locks the chinstrap into a routed annular groove in the impact cap. The long, middle-section, with the female half of the quick release buckle sewn to the left end, shall pass through the postman's slide buckle on the right, and include hook and loop fastener for stowage of extra strap. The middle section shall be a minimum of 23.0" in length and the total length of the chinstrap shall be 35.0" at full extension, end to end.

SHELL RELEASE PROVISIONS:
The impact liner, complete with suspension system and chinstrap assembly (retained as described above) shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the faceshield pivot hardware, and by four (4) pieces of hook and pile fastener sections between the impact liner and helmet shell in the crown area. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaves the impact cap on the wearer's head for continued thermal and impact protection.

EAR/NECK PROTECTION

The 660C Metro provides for ear and neck protection with a 6.5" wide, 19.0" long, full-cut earlap. The earlap consists of a 4.5 oz./ yd², yellow Nomex® outer-shell, and a flame resistant black flannel inner-liner. The earlap shall be secured to the impact liner by pieces of hook and pile fastener in no less than five (5) locations.

The earlap is machine washable and can be easily upgraded to a PBI/Kevlar earlap. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmets suspension.

EYE PROTECTION:

DEFENDER VISOR:

The helmet shall have an integral visor system that retracts between the helmet shell and impact cap. The visor system shall be a wrap-around design, 4.5" high and 8.25" long. The lens shall be optically corrected to eliminate distortion. The lens of the visor system shall be available in clear or Tuffshield (yellow tinted) standard colors. Optional Tinted (Gray Smoked) and Mirrored finish lenses shall also be available. The lens shall be able to be quickly replaced without the use of tools.

FACESHIELD:

The faceshield shall be a wrap-around, high pivot design, 4.5" wide, 18.0" long and 0.150" thick. The lens material shall be high performance, high temperature resistant thermoplastic. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to protect the lens from abrasions.

FACESHIELD HARDWARE:

The faceshield shall be mounted to the helmet shell by means of two (2) glass-reinforced, high-temperature and flame-resistant thermoplastic bracket assemblies, one (1) on either side of the helmet shell. The brackets allow the faceshield to pivot above the helmet shell when it is not in use.

GOGGLE SYSTEM:

The goggle system shall be comprised of a high-temperature, flame- and impact-resistant goggle lens and frame, a flame-resistant, elastic goggle strap, and a goggle retention system. This retention system will lock the goggle onto the helmet at the back brim, which will prevent loss of the goggle when it is stowed or in the donned position. Both inner and outer surfaces of the goggle lens will have an anti-scratch and anti-fog coating. Both ends of the lens will be reinforced with a fiberglass insulating label for extra durability at elevated temperatures. The lens will be low profile, optically correct with a nominal thickness of 1/16". The goggle strap will require a one time adjustment which facilitates donning while wearing gloves.

RETRO-REFLECTIVE TRIM:

The helmet shall have four bar shaped pieces of Lime-Yellow, retro-reflective, fluorescent Reflexite® trim around the exterior of the crown of the helmet shell. There shall be an additional piece of bar shaped Reflexite® trim on the exterior slope of the rear brim for maximum daytime and nighttime visibility. Red-Orange & Lime-Yellow, retro-reflective, fluorescent Scotchlite® bars are also available.

PERFORMANCE CRITERIA:

The 660C Metro helmet shall meet the requirements of NFPA 1971 / latest revision, US-OSHA (CFR 1920) NBSIR 1977, and CAL-OSHA.

PERFORMANCE VERIFICATION DATA REQUIREMENT:

Response to this specification shall include a complete, and current, NFPA 1971 test report from a recognized, accredited test facility detailing all performance data for the helmet being offered and all compliant helmet components. Certificates of conformance and / or letters of certification alone shall not be acceptable. Component testing is not acceptable. Certification testing is conducted every year to a random lot size, as per NFPA requirements.

OPTIONS:
A full array of products are available. Please see our catalog and contact a Cairns representative for a custom configuration.

MAINTENANCE, REPAIR and RETIREMENT:
Upon the customers request, a Cairns representative will conduct a training class explaining the proper maintenance, repair and retirement of this helmet for the dealer.

Cairns®

PURCHASING SPECIFICATION
STRUCTURAL FIREFIGHTERS HELMET

CAIRNS 1044, 1971-2000 REVISION

PURPOSE:
To supply a purchasing specification for a structural firefighter's helmet with a fiberglass composite shell

SCOPE:
The scope of this purchasing specification encompasses design, construction, materials and performance criteria deemed necessary for helmets utilized in structural firefighting.

GENERAL:
Helmets manufactured in accordance with this specification are designed to meet the requirements of NFPA 1971-2000 edition (NFPA 1971-2007 after Feb. 2007), standard for firefighter helmets.

NO EXCEPTIONS, DEVIATIONS OR DELETIONS TO THIS SPECIFICATION WILL BE ACCEPTED.

MANUFACTURER'S WARRANTY:
Helmets shall be warranted, for the lifetime of the helmet, to be free of defects in material and workmanship. The manufacturer shall guarantee, for a period of five (5) years from the date of manufacture that any helmet shell will be replaced free of charge if it is damaged beyond use while worn during normal assigned fire ground activities. The manufacturer shall be relieved of any replacement liability under this guarantee if there has been a failure to follow the manufacturer's maintenance requirements supplied with each helmet. Please refer to the official warranty policy #3600-09 for details.

HELMET SHELL:
The Cairns 1044 shall have a Traditional American Fire Service Style helmet shell, comprising a crown, with four (4) major ribs (front, back, left and right sides), and four minor ribs equidistant between each major rib, and a brim that has a short front visor continuing around the sides to a large rear brim area. The upper surface of the brim shall have the traditional fire service vine scroll-work molded into the surface of the composite.

The helmet shell material is a DuraGlas® composite consisting of a high-temperature-, flame-, and chip-resistant, "through-colored" thermoset resin, reinforced with 1" and 2" chopped fiberglass, which is compression molded to form a one piece shell.

The shell dimensions (with edge-trim) shall be 15.5" in length, 11.88" in width and a crown depth of 6.5". The shell shall have a nominal wall thickness of 0.065" in the crown and 0.080" in the brim.

The helmet shell shall be furnished with a formed brass front-piece holder which shall be attached to the shells front main rib, and positioned to support the top of a standard 6" fire department identification shield. The options of either a brass carved eagle, silk-screened brass eagle, a brass silk-screened maltese cross, or a brass carved beaver are available. The brass carved eagle and brass carved beaver shall incorporate a "crush zone" to absorb impacts.

The shell shall have a thermoplastic, front-piece mounting bracket affixed to the center of the front visor of the brim. The bracket shall provide for positioning and retention of a standard 6" fire department identification shield.

The shell shall have black, or white*, high-temperature, flame-resistant, flexible edge trim composed of an aluminum-cored, thermoplastic rubber (TPR). The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core, and secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim.
* *Available on white helmet shells only.*

The shell shall have a helmet hanger comprised of a 3/4", nickel plated "D" ring and a stainless steel clip. The helmet hanger shall be attached to the center rear of the brim.

IMPACT LINER:
The Cairns 1044 shall include an impact liner, which is comprised of rigid cell, high temperature urethane foam cap attached to a flame-resistant thermoplastic PPO inner liner. The impact liner shall be modular and field removable for periodic inspection of the foam's integrity. The impact liner is incorporated to provide increased thermal and impact protection.

HEAD SUSPENSION:
The Cairns 1044 shall consist of a 6-way head suspension system, attached to the impact cap. The head suspension system is comprised of three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a tubular plastic ring, joined at the ends by an elastomeric tube that locks the straps into a routed annular groove in the impact cap.

SIZING ADJUSTMENT:
The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband shall have a head size range of 6-3/8 to 8-3/8, adjustable in 1/8 increments. The head band is attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head.

COMFORT LINER:
The Cairns 1044 shall have a comfort liner, which consists of a headband cushion liner and a ratchet pad, which are both removable. Both components are produced from a foam core laminate system, which is comprised of a soft black flame resistant flannel material against the users head and backed by a soft loop material which will be secured to the headband and the ratchet with hook fastener. The comfort liner is machine washable, and can be easily upgraded to a leather-lined deluxe version.

CHINSTRAP:
The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex® webbing, which are connected on the left side of the helmet by a high-temperature, super-tough, thermoplastic quick release buckle, and by a cast zinc postman's slide buckle on the right hand side of the helmet.

The chinstrap is attached at either end of the impact cap by means of the tubular plastic ring, joined at the ends by an elastomeric tube that locks the chinstrap into a routed annular groove in the impact cap.
The long, middle-section, with the female half of the quick release buckle sewn to the left end, shall pass through the postman's slide buckle on the right, and include hook and loop fastener for stowage of extra strap. The middle section shall be a minimum of 23.0" in length and the total length of the chinstrap shall be 35.0" at full extension, end to end.

SHELL RELEASE PROVISIONS:
The impact liner, complete with suspension system and chinstrap assembly (retained as described above) shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the faceshield pivot hardware, and by four (4) pieces of hook and pile fastener sections between the impact liner and helmet shell in the crown area. This design will enable the shell to be released from the helmet

when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaves the impact cap on the wearer's head for continued thermal and impact protection.

EAR/NECK PROTECTION

The Cairns 1044 provides for ear and neck protection with a 6.5" wide, 19.0" long, full-cut earlap. The earlap consists of a 4.5 oz. / yd², yellow or black colored Nomex® outer-shell, and a flame resistant black flannel inner-liner. The earlap shall be secured to the impact liner by pieces of hook and pile fastener in no less than five (5) locations.

The earlap is machine washable and can be easily upgraded to a PBI/Kevlar earlap. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmets suspension.

EYE PROTECTION-OPTIONS:

DEFENDER VISOR:

The helmet shall have an integral visor system that retracts between the helmet shell and impact cap. The visor system shall be a wrap-around design, 4.5" high and 8.25" long. The lens shall be optically corrected to eliminate distortion. The lens of the visor system shall be available in clear or Tuffshield (yellow tinted) standard colors. Optional Tinted (Gray Smoked) and Mirrored finish lenses shall also be available. The lens shall be able to be quickly replaced without the use of tools.

FACESHIELD:

The faceshield shall be a wrap-around, high pivot design, 4.5" wide, 18.0" long and 0.150" thick. The lens material shall be high performance, high temperature resistant thermoplastic. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to protect the lens from abrasions.

FACESHIELD HARDWARE:

The faceshield shall be mounted to the helmet shell by means of two (2) glass-reinforced, high-temperature and flame-resistant thermoplastic bracket assemblies, with adjustable thermoplastic knobs one (1) on either side of the helmet shell. The brackets allow the faceshield to pivot above the helmet shell when it is not in use.

GOGGLE SYSTEM:

The goggle system shall be comprised of a high-temperature, flame- and impact-resistant goggle lens and frame, a flame-resistant, elastic goggle strap, and a goggle retention system. This retention system will lock the goggle onto the helmet at the back brim, which will prevent loss of the goggle when it is stowed or in the donned position. The goggle can also be attached to the helmet with side mounted hardware. This will allow the goggle to be stored in the front or back position of the helmet. The straps can be attached to the side hardware by means of lock down nuts through the straps or by a quick release fastener. Both inner and outer surfaces of the goggle lens will have an anti-scratch and anti-fog coating. Both ends of the lens will be reinforced with a fiberglass insulating label for extra durability at elevated temperatures. The lens will be low profile, optically correct with a nominal thickness of 1/16". The goggle strap will require a one time adjustment which facilitates donning while wearing gloves.

BOURKES:

The Bourke's are comprised of dual (2), 2.85 wide x 5.15" long x 0.115" thick, transparent polycarbonate lenses that pivot up and down at 90° simultaneously to provide eye protection when the shield is down, and are low-profile against the underside of the front brim when the lenses are flipped up. The inner edges of both lenses are designed to connect when the lenses are flipped down. The lenses are fastened to a single key and cable (spring) system that allows the two (2) lenses to move simultaneously. The entire assembly is mounted to a brass plate, which is fastened to the center of the front brim of the helmet shell.

The use of Bourkes voids the NFPA approval of the helmet. Bourkes must be third party tested with the helmet to be NFPA approved; however, test agencies will not test this component. Therefore, a helmet that is assembled with Bourkes cannot be NFPA compliant.

RETRO-REFLECTIVE TRIM:
The helmet shall have eight tetrahedron shaped pieces of Lime-Yellow, retro-reflective, fluorescent Reflexite® trim around the exterior of the crown of the helmet shell for maximum daytime and nighttime visibility. Red-Orange & Lime-Yellow, retro-reflective, fluorescent Scotchlite® or Glo-flex® tetrahedrons must also be available.

PERFORMANCE CRITERIA:
The Cairns 1044 helmet shall meet the requirements of NFPA 1971-2000 edition, US-OSHA (CFR 1920) NBSIR 1977, and CAL-OSHA. The request of only a Bourke lens on this helmet reduces the certification to US OSHA (CFR 1920) NBSIR 1977.

PERFORMANCE VERIFICATION DATA REQUIREMENT:
Response to this specification shall include a current, NFPA 1971-2000 Certificate of Conformance test report from an accredited test facility for the helmet offered. This certification testing is conducted annually as per NFPA requirements.

OPTIONS:
A full array of products is available from flannel and leather liners, Nomex and PBI/Kevlar earlaps, custom visor and goggle options. Please see our catalog and contact a Cairns representative for a custom configuration.

MAINTENANCE, REPAIR and RETIREMENT:
Upon the customer's request, training will be provided explaining the proper maintenance, repair and retirement of the helmet.

New Product Announcement

The Safety Company

Contact: CeCe Weber • 724-776-8712 • cece.weber@msanet.com

FOR IMMEDIATE RELEASE

Never lose goggles again with MSA's integral Defender® Visor for Cairns® Helmets

Pittsburgh, Pa., October 2006 – The new integral Defender® Visor for MSA Cairns® 1010,1044 and 660 Helmets offers firefighters eye protection from dust, dirt, and grit.

The sleek design allows for fast, easy raising and lowering of the visor even with gloved hands. MSA's exclusive integral design is retractable for compact convenience, and standard clear and amber Tuffshield lenses are NFPA-compliant.

The Defender Visor is available as either a new helmet assembly or as a user-upgradeable kit.

# # # # # # #

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MATLICK ENTERPRISES, INC.
d/b/a
UNITED FIRE EQUIPMENT COMPANY

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Emergency Base Station Agreement - Banner Health

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623) 333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the Mayor and City Council approve renewal of an Emergency Base Station Agreement with Banner Health and authorize the Mayor or City Manager and City Clerk to execute the appropriate agreement documents.

BACKGROUND:

State law requires that any agency that provides emergency medical services enter into an agreement with a hospital to provide medical direction and prehospital coordination. The City of Avondale has used Banner Health to serve in that capacity for a number of years and in 2007 changed hospitals from Banner Thunderbird to Banner Estrella. The agreement was last renewed in 2009 for a two year period.

DISCUSSION:

Under the Emergency Base Station Agreement Banner Health (Banner Estrella Hospital) agrees to provide medical direction, provide a Medical Director and provide prehospital coordination for Avondale Fire-Rescue. In addition the hospital will assist the fire department with quality control of medical records and establish a procedure by which the fire department may purchase pharmaceuticals through the hospital pharmacy.

There are no significant modifications to the previous 2-year agreement and the term has been extended for a period of 3 years. There is no cost to the city to enter into the agreement other than the costs of any pharmaceuticals purchased from the hospital.

BUDGETARY IMPACT:

Costs associated with the purchase of any necessary pharmaceuticals are included in the fire department EMS budget.

RECOMMENDATION:

Staff recommends Mayor and City Council approve renewal of an Emergency Base Station Agreement with Banner Health and authorize the Mayor or City Manager and City Clerk to execute the appropriate agreement documents.

ATTACHMENTS:

Click to download

- Emergency Base Station Agreement

EMERGENCY BASE STATION AGREEMENT
(Agreement #5355-02-28023)

THIS EMERGENCY BASE STATION AGREEMENT (the "Agreement") is entered into between BANNER HEALTH, an Arizona nonprofit corporation d/b/a Banner Estrella Medical Center ("MEDICAL CENTER") and City of Avondale ("EMS AGENCY").

RECITALS:

A. The MEDICAL CENTER is a full service medical and surgical facility licensed by the State of Arizona and is desirous of its level of patient care by serving as an advanced life support ("ALS") base medical facility for the EMS AGENCY.

B. EMS AGENCY desires to utilize the MEDICAL CENTER as a base hospital medical facility and to receive MEDICAL CENTER administrative medical control and on-line supervision of EMS AGENCY's Pre-Hospital Providers rendering emergency care to persons.

THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties covenant and agree as follows:

1. MEDICAL CENTER Responsibilities.

1.1 Medical Director. MEDICAL CENTER shall identify an emergency physician (the "Emergency Physician") as the Medical Director who shall be responsible for administrative medical direction of all emergency medical technicians and individuals licensed or certified to render on-scene emergency medical care ("EMTs", "Paramedics", "Registered Nurses" hereinafter referred to as the "Pre-Hospital Providers" assigned to the MEDICAL CENTER.

1.2 Emergency Physician Duties. MEDICAL CENTER shall provide at least one (1) Emergency Physician who shall function as the medical control authority and shall be physically present twenty-four (24) hours a day in the MEDICAL CENTER's Emergency Department. Such physician shall be knowledgeable of the capabilities and limitations of ALS personnel as well as established standing orders and treatment, triage and communication protocols. The Emergency Physician will meet Banner Health's requirements for Emergency Department privileges. The Emergency Physician may designate at least one nurse who may function as intermediary for on-line medical supervision of Pre-Hospital Providers under the direction of the Emergency Physician (the "Nurse Intermediary").

1.3 Prehospital Coordinator. MEDICAL CENTER shall appoint a qualified individual to oversee and monitor Pre-Hospital Providers in the performance of the shared responsibilities between EMS Agency and MEDICAL CENTER related to defined pre-hospital care activities, (e.g. review of certifications, training, education, and skill levels) (the "Prehospital Coordinator"). The Prehospital Coordinator shall be either a Emergency Physician, Emergency Department registered nurse, physician assistant, nurse practitioner, or EMT/paramedic who shall be available to address all pre-hospital issues during reasonable business hours.

1.4 Medical Direction. MEDICAL CENTER shall provide administrative medical direction, on-line medical direction, and on-line medical supervision to EMS AGENCY's Pre-Hospital Providers who are assigned to the MEDICAL CENTER.

1.5 Continuous Quality Improvement Committee. MEDICAL CENTER, has a Continuous Quality Improvement Committee which is charged with keeping open communications regarding complaints, continuing education, changes and pre-hospital issues which affect MEDICAL CENTER or EMS AGENCY and:

1.5.1 Develop written policies and procedures for the following in compliance with ADHS:

1.5.1.1 Withdrawal or suspension of medical direction.

1.5.1.2 Notifying the EMS AGENCY and the Pre-Hospital Providers of any withdrawal or suspension of medical direction.

1.5.2 Establish and enforce written medical direction requirements for the Pre-Hospital Providers.

1.5.3 Develop a procedure to propose a corrective action plan when review of cases indicates a lapse in following protocols or procedures.

1.6 Pharmaceutical Supplies. MEDICAL CENTER shall establish a procedure for replenishing pharmaceutical supplies expended during the treatment of any patients transported to the MEDICAL CENTER.

1.6.1 Items in the drug box are restricted to those identified in Arizona Administrative Code R9-25-803, Exhibit 1, or under an emergency rule by the Arizona Department of Health Services ("ADHS") Bureau of Emergency Medical Services. Exceptions can be made by the Medical Director for pilot studies, expanded scope of practice, such as; HazMat paramedics, Tactical Operating Unit paramedics, Wilderness paramedics, Wildland paramedics, or EMTs of all levels in a disaster situation.

1.6.2 MEDICAL CENTER and EMS AGENCY shall adhere to the drug box implementation procedures contained in Exhibit 1 to R9-25-803 of the ADHS regulations.

1.6.3 MEDICAL CENTER shall establish and implement a procedure which meets applicable federal and state requirements to assure the appropriate disposal of contaminated waste expended during the treatment of any patients transported to any other medical facility. EMS AGENCY may dispose of such waste at the MEDICAL CENTER.

1.6.4 MEDICAL CENTER shall invoice EMS AGENCY on a monthly basis for pharmaceutical supplies expended by EMS AGENCY and restocked by MEDICAL CENTER for EMS AGENCY's treatment of any patient transported to the MEDICAL CENTER. All invoices shall be sent to City of Avondale, Accounts Payable, 11465 West Civic Center Drive, Suite 290, Avondale, Arizona 85323 and shall document and itemize such pharmaceutical supplies for which payment is sought in sufficient detail to justify payment. MEDICAL CENTER shall not invoice EMS AGENCY for replacement of any outdated pharmaceutical supplies that are exchanged with the MEDICAL CENTER'S pharmacy on a one-to-one basis in accordance with state or federal law. MEDICAL CENTER shall not invoice EMS AGENCY for pharmaceutical supplies expended by a patient's transporting ambulance provider for treatment of any patient transported to the MEDICAL CENTER.

1.7 Supervised Clinical Training. MEDICAL CENTER may provide supervised clinical training to ALS personnel as agreed upon by the Medical Director and the EMS AGENCY.

1.8 Continuing Education. MEDICAL CENTER may provide continuing education as deemed necessary by the Medical Director, Prehospital Coordinator or the EMS AGENCY

1.9 Communications Equipment. MEDICAL CENTER shall have operational radio and biotelemetry equipment (if applicable) and tape recording devices compatible with the EMS AGENCY. Such equipment shall be located in the Emergency Department and will assist in providing direct communication with Pre-Hospital Providers.

1.10 Dedicated Telephone Line. MEDICAL CENTER shall have a dedicated telephone line for Pre-Hospital Providers to contact the Emergency Department.

1.11 Medical Control Plans. MEDICAL CENTER shall utilize and adhere to medical control plans adopted by the local Arizona Emergency Medical Services ("AEMS") coordinating system.

1.12 Quality Management. MEDICAL CENTER agrees to participate in the EMS AGENCY's quality management program by providing review, consultation and/or medical direction when deemed necessary by MEDICAL CENTER or as requested by the EMS AGENCY and approved by the Medical Director.

2. EMS AGENCY Responsibilities.

2.1 Certifications. EMS AGENCY shall only utilize Pre-Hospital Providers with valid certification by the ADHS Bureau of Emergency Medical Services as prescribed in Arizona Administrative Code, Title 9, Chapter 25, or licensed by the Arizona Board of Nursing.

2.2 Assignment of Personnel. EMS AGENCY shall verify that only Pre-Hospital Providers with valid certifications or licenses are assigned to the MEDICAL CENTER.

2.2.1 EMS AGENCY shall provide MEDICAL CENTER with an accurate written list of the names of each Pre-Hospital Provider currently assigned to the MEDICAL CENTER.

2.2.2 EMS AGENCY shall notify MEDICAL CENTER in writing within thirty (30) days of any termination, transfer or addition of any Pre-Hospital Providers. Notification shall include the names, certification expiration date, and the effective dates of employment, transfer or termination. EMS AGENCY shall provide MEDICAL CENTER with a copy of all applicable certifications for each assigned Pre-Hospital Provider.

2.2.3 EMS AGENCY shall provide communication equipment in good working order that allows MEDICAL CENTER to communicate with Pre-Hospital Providers in the field.

2.3 Educational Requirements. EMS AGENCY shall require its Pre-Hospital Providers to meet ADHS continuing education requirements for re-certification.

2.4 Field Procedures. EMS AGENCY shall be responsible for the procedures used in responding to and giving assistance at the scene of an emergency, unless adherence to these policies would conflict with applicable MEDICAL CENTER procedures. MEDICAL CENTER medical control authorities shall assist EMS AGENCY's personnel by radio or phone communication when requested.

2.5 Patient Records. EMS AGENCY shall provide a patient care report for each patient contact. When transported to a receiving facility, the patient(s), the record(s), and the care of the patient(s) shall immediately be transferred to that facility and become the responsibility of the receiving facility. EMS AGENCY shall provide the MEDICAL CENTER with copies of the patient care record in a timely manner.

2.6 Ride Alongs. EMS AGENCY shall allow ride-along privilege to MEDICAL CENTER medical control authorities and intermediaries for experience and observations.

2.7 Committee Representation. The EMS AGENCY agrees to provide representation and participation in the base Hospital Continuous Quality Improvement Committee.

2.8 Payment for Restocked Supplies. EMS AGENCY shall, upon submission of reasonably sufficient MEDICAL CENTER invoices, pay MEDICAL CENTER for pharmaceutical supplies expended by EMS AGENCY during EMS AGENCY's treatment of any patient transported to the MEDICAL CENTER and replenished to date. All invoices shall document and itemize such pharmaceutical supplies for which payment is sought in sufficient detail to justify payment. EMS AGENCY shall not pay for replacement of any outdated pharmaceutical supplies that are exchanged with the MEDICAL CENTER'S pharmacy on a one-to-one basis in accordance with state or federal law. Nothing in this Agreement shall require EMS AGENCY to pay for pharmaceutical supplies expended by a transporting ambulance provider for treatment of any patient transported to the MEDICAL CENTER.

3. Term; Termination. The term of this Agreement shall be effective as of **June 1, 2011** through **May 31, 2014** unless otherwise terminated as provided for herein. This Agreement may be terminated at any time with or without cause by either party providing thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately in the event of material breach of the terms of this Agreement by providing written notice to the party in breach.

4. Additional Requirements.

4.1 Independent Contractor Status. EMS AGENCY shall at all times be deemed to be an independent contractor. Its employees shall not be regarded as employees or agents of MEDICAL CENTER for the payment of any employer taxes such as FICA, unemployment, and worker's compensation; MEDICAL CENTER shall not be responsible for those taxes or any fringe benefits for the EMS AGENCY's employees. Further, the employees of EMS AGENCY shall not be regarded as employees of MEDICAL CENTER with respect to any intentional or negligent activity in which they may be involved or for any other purpose.

4.2 Mutual Indemnification. Each party shall indemnify and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and

demands whatsoever, including costs, expenses and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the other party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both MEDICAL CENTER and EMS AGENCY, including their respective employees or agents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

4.3 Insurance. Both parties agree to secure and maintain in force during the term of this Agreement comprehensive general liability, including blanket contractual liability and automobile insurance coverage's, in addition to professional liability insurance with minimum limits of One Million dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate. Both parties shall maintain in place worker's compensation insurance coverage as required by federal and state law. Upon request, each party agrees to provide certificates of insurance which state that the above coverage's are in force and will continue in force throughout the term of this Agreement except that a thirty (30) day prior written notice of expiration, cancellation or substantial change shall be given to the other party.

4.4 Compliance with Federal Employment Law. EMS AGENCY agrees to comply with all state and federal Equal Employment Opportunity, Immigration, and Affirmative Action requirements including 42 U.S.C. Sec. 2000 (e) et seq, The Civil Rights Act of 1964, The Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act and any amendments and applicable regulations pertaining thereto.

4.5 Modification Based Upon Change in Law or Interpretation Thereof. If there is a change in any federal or state law, regulation or rule which affects the Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule and either party reasonably believes in good faith that the change will have a substantial adverse affect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

4.6 Regulatory Termination. If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to The Centers for Medicare and Medicaid Services (CMS), Department of Health and Human Services (HHS) or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes MEDICAL CENTER's tax exempt status or otherwise materially affects either party's business, then the affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If no cure is implemented by the parties, then MEDICAL CENTER, in its discretion may terminate this Agreement with such notice as is reasonable under the circumstances.

4.7 Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to EMS AGENCY:	City of Avondale 11465 W. Civic Center Drive Avondale, AZ 85323 Facsimile: (623) 333-0100 Attn: Charles P. McClendon, City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Facsimile: (602) 254-4878 Attn: Andrew J. McGuire, Esq.
If to MEDICAL CENTER:	Banner Estrella Medical Center 9201 West Thomas Road Phoenix, AZ 85037 Attn: CEO
Copy to:	David M. Bixby Senior. Vice President/General Counsel Banner Health 1441 N. 12th Street Phoenix, AZ 85006

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

4.8 Compliance with HIPAA. MEDICAL CENTER is required to comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards"), as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then any party may terminate the Agreement upon thirty days written notice to the other party.

4.9 Confidentiality. EMS AGENCY, its employees and agents shall keep confidential all knowledge, information and documents entrusted to its care by MEDICAL CENTER. Neither EMS Agency, its employees nor agents shall disclose any knowledge, information or documents entrusted to it by MEDICAL CENTER to any person, firm or corporation other than the person, firm or corporation designated by MEDICAL CENTER. Knowledge, information and documents entrusted by MEDICAL CENTER to EMS AGENCY may include, but are not limited to, the names of vendors and the terms and conditions (including financial information) with vendors, the names of patients and the terms and conditions (including financial information) of agreements with or for the benefit of patients and all medical records and information.

4.10 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, MEDICAL CENTER shall have the right to assign or otherwise transfer its interest under this Agreement to any "related entity." For the purposes of this section, a related entity shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of MEDICAL CENTER'S assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving MEDICAL CENTER. Any assignment to a related entity shall not require the consent or approval of EMS AGENCY in order to be effective.

4.11 Integration. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.

4.12 Force Majeure. In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workers, fires, floods, acts of God, or any other reason which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of performance of duties hereunder.

4.13 Severability. If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.

4.14 Supersede and Replace. This Agreement is intended to supersede and replace any existing agreements between the parties with regard to the subject matter contained herein.

4.15 Transactional Conflicts of Interest. The parties hereto both acknowledge that this Agreement is subject to cancellation by EMS AGENCY pursuant to provisions of Section 38-511, Arizona Revised Statutes.

4.16 Definitions. Unless otherwise specified herein, the terms used in this Agreement shall have the same meanings as those defined in Arizona Administrative Code § R9-25-101.

4.17 Health Requirements for EMS AGENCY personnel working at MEDICAL CENTER. EMS AGENCY shall demonstrate, at MEDICAL CENTER's request:

a) *Measles, Mumps, Rubella.* Titers for Measles, Mumps, Rubella will be performed at the time of hire for all employees who do not have proof of prior immunization or disease (physician record of prior immunization or prior positive titer). Those born after January 1, 1942 and before January 1, 1957 are considered to be immunized if they received one dose of live vaccine. Those born after January 1, 1957 are considered to be immune if they received two doses of live vaccine after January 1, 1968 and after their first birthday. Before administering titer, assure that women of childbearing age are not pregnant. Schedule for immunization with MMR: initial injection with second injection one (1) month later.

b) *Varicella.* Titer performed at the time of hire for those without proof of immunity (either prior documented disease or prior documented immunization).For those without immunity, active immunization administered with initial dose, followed by second dose with 4-8 weeks of the first dose.

c) *TB screening test.* EMS AGENCY Personnel shall have either an annual TB skin test which shows a negative result or, if EMS AGENCY Personnel tests positive for TB, or has previously tested positive for TB, then EMS AGENCY shall for that Personnel submit proof of a chest x-ray performed since the first positive result, showing the lungs to be free from evidence of pulmonary tuberculosis or contagium, and an annual TB screening questionnaire completed and signed by the Personnel who tested positive. The TB screening questionnaire must either verify that the Personnel is asymptomatic for TB, or if it does not, then that Personnel must be examined by a physician and submit to MEDICAL CENTER a signed physician's declaration, dated later than the date on the annual TB screening questionnaire, stating that the Personnel is free from pulmonary tuberculosis or contagium.

4.18 Conflict of Interest Disclosure. EMS AGENCY represents and warrants that, to its knowledge, neither EMS AGENCY nor any affiliate of EMS AGENCY nor any officers, directors, employees, partners, members, owners or shareholders of EMS AGENCY or any affiliate of EMS AGENCY is related to, affiliated in any way with, or employs (or otherwise has a compensation interest with) any officer, director or employee of MEDICAL CENTER who is significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the MEDICAL CENTER.

4.19 No Federal Exclusion. EMS AGENCY hereby represents and warrants that EMS AGENCY and all personnel providing services under this Agreement are not and at no time have been excluded from participation in any federally funded health

care program, including Medicare and Medicaid. EMS AGENCY hereby agrees to immediately notify MEDICAL CENTER of any threatened, proposed, or actual sanction or exclusion from any federally funded health care program, including Medicare and Medicaid. Such notice shall contain reasonably sufficient information to allow MEDICAL CENTER to determine the nature of any sanction. In the event that EMS AGENCY or any of EMS AGENCY'S other equity owners, members or employees is excluded from participation in any federally funded health care program during the term of this Agreement, or if, at any time after the Effective Date, it is determined that EMS AGENCY is in breach of this Section 4.19, MEDICAL CENTER shall terminate this Agreement, which termination shall be effective immediately upon notice to EMS AGENCY of such termination.

4.20 Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, MEDICAL CENTER shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement and execution by MEDICAL CENTER of such Agreements shall not constitute a breach of this Agreement.

4.21 Access to Records for Government Inspection. EMS AGENCY agrees until the expiration of four (4) years after the furnishing of services to be provided under this Agreement, to make available upon written request, to the Secretary of Health and Human Services or upon request, to the Comptroller General of the United States of America or any of their duly authorized representatives, the contracts, books, documents and records that are necessary to certify the nature and extent of reimbursable costs under the Medicare laws. If EMS AGENCY carries out any of the agreements under this contract through a subcontract with a value or cost of ten thousand dollars ($10,000.00) or more over a twelve (12) month period with a related organization, such subcontract shall contain a requirement identical to that set forth in the preceding paragraph.

4.22 Governing Law. This Agreement shall be governed by the internal substantive laws of the State of Arizona, without regard for conflicts of laws.

4.23 Drug Free Environment. The parties acknowledge that it is their intention that no employees perform Services while impaired. In the event that EMS AGENCY reasonably suspects that a Pre-Hospital Provider has used illegal drugs or alcohol in contravention of EMS AGENCY's policies, EMS AGENCY shall require the Pre-Hospital Provider to submit to alcohol and/or drug testing in accordance with EMS AGENCY's policies. In the event that MEDICAL CENTER suspects that any EMS AGENCY Pre-Hospital Provider is impaired while performing the Services, MEDICAL CENTER shall notify EMS AGENCY of such suspicion. Upon such notification, and if EMS AGENCY, in its sole discretion, determines that there is reasonable suspicion to believe that a Pre-Hospital Provider has used illegal drugs or alcohol in contravention of EMS AGENCY's policies, EMS AGENCY shall require the Pre-Hospital Provider to submit to alcohol and/or drug testing in accordance with EMS AGENCY's policies. Notwithstanding the foregoing, MEDICAL CENTER shall have the right to refuse entry to any of EMS AGENCY's Pre-Hospital Providers if, in the sole judgment of MEDICAL CENTER, the health status or actions of that Pre-Hospital Provider is detrimental to the health and/or safety of MEDICAL CENTER's patients, guests or staff.

4.24 No Physician Ownership. The EMS AGENCY hereby expressly represents and warrants to MEDICAL CENTER that no physician, no physician organization, and no member of a physician's immediate family owns or holds an ownership or

financial interest in EMS AGENCY, including any affiliated or related entity or person, that is not the subject of an exception or "safe harbor" under applicable law, such as the exception for publicly-traded securities under 42 CFR 411.356(a).

4.25 Compliance. EMS AGENCY acknowledges that *if* EMS AGENCY (a) provides direct patient care items or services for which MEDICAL CENTER bills, or (b) performs billing or coding functions for MEDICAL CENTER, EMS AGENCY'S applicable employees and agents shall complete MEDICAL CENTER'S mandatory employee compliance lessons (initially and annually thereafter). Upon execution of this Agreement, EMS AGENCY shall provide MEDICAL CENTER with the e-mail address and phone number of a representative of EMS AGENCY so as to assist MEDICAL CENTER'S Ethics & Compliance Department in ensuring that such required training occurs.

4.26 Retention and Inspection of Records. All records shall be kept on file by EMS AGENCY for a period of four (4) years from the date the record is made. EMS AGENCY shall, upon reasonable notice, give MEDICAL CENTER or its authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of EMS AGENCY'S business records which are directly relevant to the financial arrangements. The cost of such inspection, examination, and audit will be at the sole expense of MEDICAL CENTER and such inspection, examination, and audit shall be conducted where said records are normally maintained.

4.27 Corporate Authority. The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or other entity and that this Agreement is binding upon the entity in accordance with its terms.

4.28 Waivers and Amendments. No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement may only be amended by a written document signed by all parties hereto.

4.29 Counterparts. This Agreement may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which together shall constitute one instrument

4.30 Compliance with Regulations and Policies. EMS AGENCY shall comply with all standards applicable to the services described in this Agreement, including but not limited to the standards of (a) The Joint Commission, (b) federal, state and local government laws, rules and regulations, and (c) third party payors. Whenever providing services or goods pursuant to this Agreement on MEDICAL CENTER premises, EMS AGENCY, its employees and agents shall comply with and observe all MEDICAL CENTER rules and regulations concerning conduct on MEDICAL CENTER premises. If any of the services or goods provided under this Agreement are services or goods for which MEDICAL CENTER may, directly or indirectly, obtain compensation or reimbursement from any governmental health program (e.g., Medicare, Medicaid, AHCCCS, CHAMPUS), EMS AGENCY will

comply with all government reimbursement requirements as specified by MEDICAL CENTER and shall assist MEDICAL CENTER in completing necessary documents and records for reimbursement.

4.31 Records and Audit Rights. Each party's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any MEDICAL CENTER or EMS AGENCY employees who perform any work or Services pursuant to this Agreement to ensure that MEDICAL CENTER or EMS AGENCY is complying with the warranty under subsection 4.32 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the other party, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on MEDICAL CENTER's or EMS AGENCY's actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of MEDICAL CENTER's or EMS AGENCY's compliance with the Arizona employer sanctions laws referenced in subsection 4.32 below. To the extent necessary for the MEDICAL CENTER or EMS AGENCY to audit the other party's Records as set forth in this subsection, each party hereby waives any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the MEDICAL CENTER and EMS AGENCY shall have access to said Records, even if located at the other party's subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the EMS AGENCY to MEDICAL CENTER pursuant to this Agreement. Each party shall provide the other party with adequate and appropriate workspace so that the other party can conduct audits in compliance with the provisions of this subsection. The party conducting an audit under this provision shall give the party being audited under this provision reasonable advance notice of intended audits. Each party shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

4.32 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, each party warrants compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Either party's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching party.

4.33 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, MEDICAL CENTER certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the EMS AGENCY determines that the MEDICAL CENTER submitted a false certification, the EMS AGENCY may impose remedies as provided by law including terminating this Agreement.

[Signatures on following page.]

Banner Health, an Arizona nonprofit Corporation d/b/a Banner Estrella Medical Center

By:_____

Name: Robert Gould

Its: CEO

Date: _____

City of Avondale

By: _____

Name: _____

Its: _____

Date: _____

CITY COUNCIL REPORT

SUBJECT:
Three Memorandums of Understanding - Arizona State Library, Archives and Public Records

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve three Memorandums of Understanding between the City of Avondale and the Arizona State Library, Archives and Public Records for participation in the NTIA BTOP II Grant Program at the Sam Garcia Western Avenue and Avondale Public Libraries and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:

On July 1, 2010 the Arizona State Library, Archives and Public Records awarded the City of Avondale the opportunity to participate in the BTOP II Grant program. The BTOP II program provides participating libraries with staff and equipment to assist and train library patrons seeking employment or skills development. Participating libraries will host a Job Help Hub (JHH) and a Virtual Workforce Workstation (VWW). Program funding was not available to the participating cities until May of 2011. The City of Avondale is now eligible to receive program equipment.

DISCUSSION:

The JHH is a computer work lab consisting of ten student laptops and one instructor laptop, a charging cart, storage for the equipment, a data projector, portable screen, and an ink jet printer. In addition there is a provision for a part-time instructor to provide 14 hours of service per week to utilize the JHH. The instructor will provide training and assistance for job seekers until the termination of the grant.

The VWW is a single workstation with a laser printer that provides self-directed workspace for patrons seeking employment assistance. Patrons will work at their own pace at the VWW. The VWW will not be staffed, however, staff will be available for assistance as required.

Under the terms of the MOU the parties agree to the following terms.

The City of Avondale agrees to:

- Sign the memorandum
- Sign for receipt of the equipment
- Implement the equipment in a timely manner
- Permit and monitor the use of the equipment
- Strive to maximize equipment and program utilization
- Report Program metrics
- Monitor the hours of service of the part time instructor

The State Library agrees to:

- Administer the AzJAC Project
- Provide project management
- Work closely with participating libraries
- Act as a Fiscal Agent
- Submit federal and state project reports
- Communicate project status
- Compensate the part time instructor

BUDGETARY IMPACT:

The part time instructor will be funded by the Arizona State Library. The equipment will be added to the equipment replacement fund. Funds are available for the equipment replacement fund through the PRLD/Library budget.

RECOMMENDATION:

Staff recommends that the City Council approve three Memorandum of Understanding between the City of Avondale and the Arizona State Library, Archives and Public Records for participation in the NTIA BTOP II Grant Program at the two Avondale City Libraries and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

ATTACHMENTS:

Click to download

- MOU - JHH - Avondale Library
- MOU - VWW - Avondale Library
- MOU - VWW - Sam Garcia

Memorandum of Understanding

between

Arizona State Library, Archives and Public Records

and

Avondale Public Library

for

Utilization of Equipment and Supplies

The Arizona State Library, Archives and Public Records (herein referred to as "State Library") having been awarded a federal stimulus grant from American Recovery and Reinvestment Act (ARRA), has offered an opportunity for **Avondale Public Library** (herein referred to as "Participating Library") to participate in the project based on the NTIA-BTOP II Grant #04-41-B10521 awarded on July 1, 2010. The BTOP II grant has been dubbed the Arizona Job Assistance Canter at public libraries (herein referred to as the AzJAC project).

The Participating Library has been selected to participate in the AzJAC project as the host for a Job Help Hub (JHH). Under the grant, a JHH recipient will receive the basis for a mobile computer lab consisting of ten student laptops and one instructor laptop, as well as a charging cart in which to store and secure the laptops, a data projector and associated portable screen, and an all-in-one color ink-jet printer. In addition, there is a provision for a part-time instructor (herein referred to as the "Contractor") to provide approximately 14 hours of service per week utilizing the JHH to provide training and assistance for job-seekers using the JHH equipment and space, until the termination of the grant.

Both the State Library and the Participating Library must adhere to all of the terms conditions set forth in the grant, as well as those for ARRA funding recipients. Although the equipment being supplied falls into the category of Public Access Computers, the terms and conditions of the grant state that this equipment, for duration of the grant, is to be used for the sole and exclusive use of library patrons for the purpose of job-seeking endeavors OR adult education classes programs designed and administered with goal of improving the skills and qualification of job-seeking library patrons.

Participating Library agrees to:

- Sign this Memorandum and return an original, duly signed copy to State Library.
- Sign for receipt of equipment.
- Implement the equipment in a timely manner.
- Implement equipment according to the utilization requirements.
- Permit and monitor use of the JHH equipment while being utilized by the Contractor, or for any other use as permitted by the terms and conditions of the grant.

- Strive to maximize utilization of the JHH lab if venues other than the participating library is the solution
- Report usage and utilization metrics, as well as any success stories.
- Monitor the hours of service provided by the part-time instructor

The State Library agrees to:

- Administer the AzJAC Project.
- Provide a project manager.
- Work closely with the Participating Library to assist in resolving any issues of space, connectivity, accessibility, designated use, maximizing utilization, and gathering metrics on utilization.
- Act as the fiscal agent for the project.
- Submit federal and state project reports.
- Communicate project status with libraries.
- Compensate the part-time instructor for the hours of service

Additional Comments:

CONTACT INFORMATION for CORRESPONDENCE and MAILING:

Arizona State Library, Archives and Public Records [ASLAPR] 1700 W Washington Suite 200 Phoenix, AZ 85007 attn: Jim Johnson jjohnson@lib.az.us Tel: (602) 926.3857	**Governor's Office of Economic Recovery [GOER]** 1700 W Washington Suite 300 Phoenix, AZ 85997 attn: Matt Hansen, Director mhanson@az.gov Tel: (602) 542.3464

This MOU shall be in effect from the date of signing by both parties until project end date of June 30, 2013

Avondale Public Library
c/o Avondale Public Library
11350 W. Civic Center Drive
Avondale, AZ 85323

I hereby attest that I have authority to sign on behalf of **Avondale Public Library** and **City of Avondale** .

Signature
_____
Charles P. McClendon – Avondale City Manager

_____ / ___ / 2011
Date

Arizona State Library,
Archives and Public Records
1700 W Washington
Suite 200
Phoenix, AZ 85007

Signature
_____
Jim Drake
Assistant Secretary of State
Arizona State Library,
Archives and Public Records

_____ / ___ / 2011
Date

Memorandum of Understanding

between

Arizona State Library, Archives and Public Records

and

Avondale Public Library

for

Utilization of Equipment and Supplies

The Arizona State Library, Archives and Public Records (herein referred to as "State Library") having been awarded a federal stimulus grant from American Recovery and Reinvestment Act (ARRA), has offered an opportunity for **Avondale Public Library** (herein referred to as "Participating Library") to participate in the project based on the NTIA-BTOP II Grant #04-41-B10521 awarded on July 1, 2010. The BTOP II grant has been dubbed the Arizona Job Assistance Canter at public libraries (herein referred to as the AzJAC project).

The Participating Library has been selected to participate in the AzJAC project as the host for a Virtual Workforce Workstation (VWW). Under the grant, a VWW recipient will receive a single workstation (CPU, monitor, mouse, and keyboard) and an all-in-one monochrome laser printer.

Both the State Library and the Participating Library must adhere to all of the terms conditions set forth in the grant, as well as those for ARRA funding recipients. Although the equipment being supplied falls into the category of Public Access Computers, the terms and conditions of the grant state that this equipment, for duration of the grant, is to be used for the sole and exclusive use of library patrons for the purpose of job-seeking endeavors.

The Participating Library agrees to:

- Sign this Memorandum and return an original, duly signed copy to State Library.
- Sign for receipt of equipment.
- Implement the equipment in a timely manner.
- Implement equipment according to the utilization requirements.
- Permit and monitor use of the VWW equipment while being utilized by job-seeking patrons, or for any other use as permitted by the terms and conditions of the grant.
- Report usage and utilization metrics, as well as any success stories.

The State Library agrees to:

- Administer the AzJAC Project.
- Provide a project manager.
- Work closely with the Participating Library to assist in resolving any issues of space, connectivity, accessibility, designated use, maximizing utilization, and gathering metrics on utilization.
- Act as the fiscal agent for the project.

- Submit federal and state project reports.
- Communicate project status with libraries.
- Compensate the part-time instructor for the hours of service

Additional Comments:

CONTACT INFORMATION for CORRESPONDENCE and MAILING:

Arizona State Library, Archives and Public Records [ASLAPR] 1700 W Washington Suite 200 Phoenix, AZ 85007 attn: Jim Johnson jjohnson@lib.az.us Tel: (602) 926.3857	**Governor's Office of Economic Recovery [GOER]** 1700 W Washington Suite 300 Phoenix, AZ 85997 attn: Matt Hansen, Director mhanson@az.gov Tel: (602) 542.3464

This MOU shall be in effect from the date of signing by both parties until project end date of June 30, 2013

Avondale Public Library
11350 W. Civic Center Drive
Avondale, AZ 85323
623-333-2602

I hereby attest that I have authority to sign on behalf of **Avondale Public Library** and **Avondale City**.

Signature
_____
Charles P. McClendon – Avondale City Manager

_____ / ____ / 2011
Date

Arizona State Library,
Archives and Public Records
1700 W Washington
Suite 200
Phoenix, AZ 85007

Signature
_____
Jim Drake
Assistant Secretary of State
Arizona State Library,
Archives and Public Records

_____ / ____ / 2011
Date

Memorandum of Understanding

between

Arizona State Library, Archives and Public Records

and

Avondale Public Library

for

Utilization of Equipment and Supplies

The Arizona State Library, Archives and Public Records (herein referred to as "State Library") having been awarded a federal stimulus grant from American Recovery and Reinvestment Act (ARRA), has offered an opportunity for **Sam Garcia Western Avenue Branch Library** (herein referred to as "Participating Library") to participate in the project based on the NTIA-BTOP II Grant #04-41-B10521 awarded on July 1, 2010. The BTOP II grant has been dubbed the Arizona Job Assistance Canter at public libraries (herein referred to as the AzJAC project).

The Participating Library has been selected to participate in the AzJAC project as the host for a Virtual Workforce Workstation (VWW). Under the grant, a VWW recipient will receive a single workstation (CPU, monitor, mouse, and keyboard) and an all-in-one monochrome laser printer.

Both the State Library and the Participating Library must adhere to all of the terms conditions set forth in the grant, as well as those for ARRA funding recipients. Although the equipment being supplied falls into the category of Public Access Computers, the terms and conditions of the grant state that this equipment, for duration of the grant, is to be used for the sole and exclusive use of library patrons for the purpose of job-seeking endeavors.

The Participating Library agrees to:

- Sign this Memorandum and return an original, duly signed copy to State Library.
- Sign for receipt of equipment.
- Implement the equipment in a timely manner.
- Implement equipment according to the utilization requirements.
- Permit and monitor use of the VWW equipment while being utilized by job-seeking patrons, or for any other use as permitted by the terms and conditions of the grant.
- Report usage and utilization metrics, as well as any success stories.

The State Library agrees to:

- Administer the AzJAC Project.
- Provide a project manager.
- Work closely with the Participating Library to assist in resolving any issues of space, connectivity, accessibility, designated use, maximizing utilization, and gathering metrics on utilization.

- Act as the fiscal agent for the project.
- Submit federal and state project reports.
- Communicate project status with libraries.
- Compensate the part-time instructor for the hours of service

Additional Comments:

CONTACT INFORMATION for CORRESPONDENCE and MAILING:

Arizona State Library, Archives and Public Records [ASLAPR] 1700 W Washington Suite 200 Phoenix, AZ 85007 attn: Jim Johnson jjohnson@lib.az.us Tel: (602) 926.3857	**Governor's Office of Economic Recovery [GOER]** 1700 W Washington Suite 300 Phoenix, AZ 85997 attn: Matt Hansen, Director mhanson@az.gov Tel: (602) 542.3464

This MOU shall be in effect from the date of signing by both parties until project end date of June 30, 2013

Sam Garcia Western Avenue Branch
c/o Avondale Public Library
11350 W. Civic Center Drive
Avondale, AZ 85323

I hereby attest that I have authority to sign on behalf of **Sam Garcia Western Avenue Branch Library, Avondale Public Library** and **City of Avondale**.

Signature

_____

Charles P. McClendon – Avondale City Manager

_____ / ____ / 2011
Date

Arizona State Library,
Archives and Public Records
1700 W Washington
Suite 200
Phoenix, AZ 85007

Signature

_____

Jim Drake
Assistant Secretary of State
Arizona State Library,
Archives and Public Records

_____ / ____ / 2011
Date

CITY COUNCIL REPORT

SUBJECT:
Resolution 2990-711 - Intergovernmental Agreement with National Purchasing Partners and a Cooperative Purchasing Agreement with Municipal Emergency Services

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623) 333-6100

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the Mayor and City Council approve a cooperative purchasing agreement with Municipal Emergency Services for self-contained breathing apparatus in the amount of $230,721.58 and authorize the Mayor or City Manager and City Clerk to execute the contract documents.

BACKGROUND:

The self-contained breathing apparatus currently used by the fire department are nearly 15 years old and despite several upgrades over the past few years have reached the end of their useful life and are not consistent with the current capacity capabilities within the automatic aid system.

DISCUSSION:

As part of the FY 2011-12 budget process Council approved one-time funding in the amount of $225,000 to replace the self-contained breathing apparatus currently used by the fire department. The apparatus manufactured by Scott Aviation, which was selected from a number of manufacturers after an evaluation process, has been used by the fire department for a number of years and it is desired to continue with that manufacturer. Municipal Emergency Services (MES) is the authorized Scott dealer for Arizona and has negotiated a 25% pricing discount through the fire service group purchasing organization (GPO) of which the City of Avondale is a member.

It is the department's intent to purchase 40 new Scott Air-paks, 60 air cylinders, and 60 regulators with masks. MES is providing a $42,000 trade-in allowance for our existing air-paks and expected delivery is 4-6 weeks after placement of the order. Total cost, including the trade-in allowance and applicable sales tax, is $230,721.58.

BUDGETARY IMPACT:

One-time funding of $225,000 was allocated in the FY2011-12 budget for this purchase. Funding for the remaining balance will come from the Safety Apparel & Equipment line item in the existing fire department budget.

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt a resolution approving an Intergovernmental Agreement with National Purchasing Partners and approve a Cooperative Purchasing Agreement with Municipal Emergency Services for the purchase of self-contained breathing apparatus in the amount of $230,721.58 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2990-711
- Cooperative Purchasing Agreement

RESOLUTION NO. 2990-711

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH NATIONAL PURCHASING PARTNERS RELATING TO COOPERATIVE PURCHASING.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The National Purchasing Partners Member Intergovernmental Purchasing Cooperative Agreement (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, July 11, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2990-711

(Agreement)

See following pages.

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities and associated non-profit institutions that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. Each party will facilitate the cooperative procurement of goods and services.

b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise

allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 1030 Seattle, Washington 98101.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD

CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAD CONTRACTING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of **Tualatin Valley Fire & Rescue** (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of **Tualatin Valley Fire & Rescue** and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

Debra L Guzman

BY: Chief Financial Officer

ITS: Debra L Guzman

Date: 7/2/09

Lead Contracting Agency Contact Information:

Contact Person: Debbie Vuylsteke

Address: 20665 SW Blanton Street

Aloha, OR 97007

Telephone No.: (503) 642-0321

Email: debbie.vuylsteke@tvfr.com

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of _____ (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____

BY: _____

ITS: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

_____

_____

Telephone No.:_____

Email:_____

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 11, 2011, between the City of Avondale, an Arizona municipal corporation ("City"), and Municipal Emergency Services, Inc., a Nevada corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Tualatin Valley Fire & Rescue ("TVF&R"), entered into Contract No. 10-012 effective October 10, 2010 (the "TVF&R Contract"), with the Contractor for self-contained breathing apparatus equipment parts and services. A copy of the TVF&R Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such equipment and services under the TVF&R Contract, at its discretion and with the agreement of the awarded Contractor, and the TVF&R Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the TVF&R Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with self-contained breathing apparatus equipment parts and services, as more particularly set forth in Section 2 below (the "Equipment and Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the TVF&R Contract.

2. Scope of Work. Contractor shall provide the Equipment and Services under the terms and conditions of the TVF&R Contract, attached hereto as Exhibit A, and as more particularly set forth in the Quotation, attached hereto as Exhibit B and incorporated herein by reference. By signing this Agreement, Contractor acknowledges and agrees that unauthorized pricing, exceptions, conditions, limitations, or provisions in conflict with the terms of this

Agreement or the TVF&R Contract, other than City's project-specific quantities, configurations or delivery dates, are hereby expressly declared void and shall be of no force and effect.

3. Compensation. The City shall pay Contractor an aggregate amount not to exceed $ $230,721.58 for Equipment and Services at the unit rates set forth in the TVF&R Contract, and as more particularly set forth in the Quotation, attached hereto as Exhibit B.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Equipment and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (a) contain a reference to this Agreement and the TVF&R Contract and (b) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the TVF&R Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Quotation and the TVF&R Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized pricing, exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the TVF&R Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any quotation or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the TVF&R Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to TVF&R under the TVF&R Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and

apply with equal effect to the City of Avondale under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____ 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of MUNICIPAL EMERGENCY SERVICES, INC., a Nevada corporation, on behalf of the corporation.

_____
Notary Public in and for the State of _____

My Commission Expires:

_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

[TVF&R Contract]

See following pages.

Tualatin Valley Fire & Rescue

FIRE RESCUE GROUP PURCHASING
www.firerescue-gpo.com

PRICE AGREEMENT CONTRACT

Contract No: 10-0012
This is not an order.

This Contract sets forth all the covenants, conditions and promises between the following Parties:

Vendor:	**Cooperative Purchasing Group Lead Agency:**
Municipal Emergency Servcies *3801 Fruit Valley Road* *Vancouver, WA 98660*	Tualatin Valley Fire & Rescue 20665 SW Blanton Street Aloha, Oregon 97007

STATEMENT OF WORK (Work): The provision of complete SCOTT Airpak units and Cylinders for only the US States indicated in Exhibit B. This contract does not include Scott repair parts.

SUPERSEDING EFFECT. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract.

CONSIDERATION. Vendor shall deliver ordered goods, on an as needed basis, in consideration for which the cooperative purchasing agency agrees to pay for the goods pursuant to Exhibit B, Vendor's response to ITB 10-0012. Individual purchase orders will be issued by cooperative purchasing agencies as requirements occur. Vendor is required to pay a Contract Administration Fee representing one percent (1%) of actual sales under this Price Agreement.

CONTRACT PERIOD. This Contract is effective from October 1, 2010 to June 30, 2013, unless terminated or extended in writing by the Parties as defined in Exhibit A.

RENEWAL OPTION. This Price Agreement may be renewed upon mutual agreement of the Vendor and the Lead Agency. Extensions/roll over offers will be issued at the beginning of the second quarter of each contract year subject to a rollover (March 2013 will be the first).

This Contract is not binding, and the Vendor will not commence work or provide goods, until the Vendor provides the Cooperative Purchasing Agency with an original, fully executed Contract, and the District accepts the Contract and provides notice of acceptance to Vendor. In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do Contract and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

Vendor: Municipal Emergency Services	**Cooperative Purchasing Lead Agency:**
10/20/2010 Date	11/17/2010 Date
Bill [illegible] Signature	[illegible] Signature Debra Guzman, Chief Financial Officer
V.P. Western Operations Officer of Vendor	Cooperative Purchasing Lead Agency Representative: Eric Wicks, Purchasing Manager Phone 503-259-1157, Fax 503-649-2706
303-880-6225 Phone/Fax	**Fire Rescue GPO:**
65-1051374 Employer Id Number	11/19/2010 Date
	[illegible] Signature

Price Agreement 10-0012 – Exhibit A, Terms and Conditions,

1. **Acceptance**. An issued Purchase Order (Order) is the Cooperative Purchasing Agency's offer to purchase the goods and/or services described on the face of the Order. The Cooperative Purchasing Agency's placement of an Order is expressly conditioned upon Vendor's acceptance of these standard terms and conditions. All specifications, drawings, and data submitted by the Vendor are hereby incorporated and made a part of the Order.

2. **Assignment**. No right of interest in this Order will be assigned nor delegated by Vendor without the prior written permission of the Cooperative Purchasing Agency.

3. **Extra Charges**. No additional charges of any kind, including charges for boxing, packing, cartage or other will be allowed unless agreed to in writing by the Cooperative Purchasing Agency.

4. **Modifications.** This Order may only be modified or rescinded in writing by authorized agents of the Cooperative Purchasing Agency and Vendor.

5. **Cancellation**. Time is of the essence. The Cooperative Purchasing Agency reserves the right to cancel all or any part of any undelivered portion of this Order if Vendor fails to make delivery as specified or if Vendor breaches any of the Terms and Conditions. The Cooperative Purchasing Agency reserves the right to purchase the undelivered portion of this Order elsewhere and hold Vendor accountable for the difference in cost.

6. **Compliance with Laws**. The Vendor certifies that it will comply with all applicable provisions of the Uniform Commercial Code, federal, state and local laws, regulations, rules and orders. Vendor expressly agrees to comply with: Title VI and VII of Civil Rights Act of 1964, as amended; Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; The Americans with Disabilities Act of 1990, as amended, and ORS 659.425; Executive Order 11246, as amended; The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; ORS Chapter 659, as amended; All regulations administrative rules established pursuant to the foregoing laws; All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Order are incorporated by reference where so required by law.

7. **Delivery**. Deliver to the "Ship To" specified on the Order. Failure to do so may result in redirection of the delivery at no cost to the Cooperative Purchasing Agency's. Title shall not pass to the Cooperative Purchasing Agency until delivery is received at the point of delivery. All prices must be FOB destination, freight prepaid, unless specified otherwise on the reverse side. If delivery dates cannot be met Vendor agrees to advise the Cooperative Purchasing Agency in writing of the earliest possible shipping date for acceptance or rejection by the Cooperative Purchasing Agency. Enclose a Packing List with each delivery.

8. **Governing Law/Venue**. The laws of the State of the Cooperative Purchasing Agency shall govern this Order. Any action or suit commenced in connection with this Order shall be in the nearest Circuit Court of the Cooperative Purchasing Agency or the Federal District Court for the Cooperative Purchasing Agency. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of Cooperative Purchasing Agency's and Vendor shall be cumulative and may be exercised successively or concurrently.

9. **Indemnification and Hold Harmless**. Except for claims arising out of acts caused by the sole negligence of the Cooperative Purchasing Agency, its management or employees, the Vendor agrees to indemnify and hold harmless the Cooperative Purchasing Agency and its Board of Directors, management, , employees and agents, from acts or omissions of any nature whatsoever of the Vendor, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this Order, and from any expense incident to the defense of the Cooperative Purchasing Agency there from. The Vendor agrees to indemnify and hold harmless the Cooperative Purchasing Agency and its board members, management, employees and agents harmless from and to defend it

against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

10. **Independent Contractor Status.**
    a. The parties acknowledge that Vendor will perform service obligations under this Contract as an independent contractor. Consultant represents and warrants that it is an independently established business which meets all the requirements of ORS 670.600 (2)(a-d), and meets three or more of the requirements of ORS 670.600 (3).
    b. The Vendor understands that payment will be withheld until Cooperative Purchasing Agency is provided with the Vendor's completed IRS Form W-9, or its equivalent, which Vendor agrees to provide upon execution of this Contract, and at such other times as may be reasonably requested by the Cooperative Purchasing Agency.

11. **Inspection**. Goods must be properly packaged. Damaged goods will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the Cooperative Purchasing Agency. The Cooperative Purchasing Agency reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

12. **Insurance**. Vendor shall maintain, at a minimum:
    a. Workers' Compensation as required by law.
    b. Employer's Liability in the minimum amount of $500,000 when the Vendor has employees performing services under the Order.
    c. Comprehensive Automobile Liability including owned, non-owned and hired vehicles: $1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and a minimum of $2,000,000 in the aggregate.
    d. Comprehensive General Liability (CGL) to include premises operations, independent contractor, products/completed operations, and blanket contractual: $1,000,000 Combined Single Limit Bodily Injury, Property Damage, and Personal Injury any one occurrence and $2,000,000 in the aggregate. CGL may be waived or reduced but only by the written approval by the Cooperative Purchasing Group participating Agency.
    e. The Cooperative Purchasing Agency, its employees, officials and agents shall be named as an Additional Insured on general liability and auto and be provided a copy of the additional insured endorsement. Such insurance shall be primary. Certificates of Insurance shall be issued, prior to the commencement of the Order, to the 'bill to' address on the face of the Order. The Vendor agrees to pay for the insurance specified and agrees to provide the Cooperative Purchasing Agency with a 30day notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
    f. The Cooperative Purchasing Agency reserves the right to require additional insurance coverage, limits, and terms which will be delineated in an attachment to this agreement.

13. **Invoices**. Original invoices shall be addressed to the Cooperative Purchasing Agency's Accounts Payable and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure. A separate invoice shall be issued for each Order. Payment terms are Net 30. Cooperative Purchasing Agency's that are tax exempt shall not be charged any taxes on invoices.

14. **Patents and Copyrights**. If an article sold and delivered to the Cooperative Purchasing Agency shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless the Cooperative Purchasing Agency, from and against any and all suites, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the Cooperative Purchasing Agency in violation or right under such patent or copyright.

15. **Prices**. The prices paid by the Cooperative Purchasing Agency will be those contained on the face of the Order. Vendor warrants prices are no higher than Vendor's current prices for the same goods sold to other Agencies for similar quantities under similar conditions and methods of purchase.

16. **Price Escalation**. Only during the month of January during the term of the Price Agreement, may the Vendor request from the Lead Agency (Tualatin Valley Fire & Rescue, Eric.Wicks@tvfr.com) pricing adjustments (discount adjustments) that cause prices to increase. Vendor shall provide reasonable proof of price increase justification, and shall only be made in writing. Vendor may raise a discount offered (to lower prices) any time.

17. **Risk of Loss**. Regardless of FOB point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the Cooperative Purchasing Agency. No such loss, injury or destruction shall release Vendor from any obligations.
18. **Waiver of Rights**. The failure of either party to enforce any provision of this Order shall not constitute a waiver by that party of that or any other provision of this Order.

19. **Warranty**. The Vendor warrants to the Cooperative Purchasing Agency that all goods and services furnished will conform in all respects to the terms of this Order, including any drawings, specifications or standards incorporated, and be free from defects in materials, design and workmanship. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

END

States Covered and Discount Rates Details

MES is offering a standard discount on SCOTT Airpaks to be used by the states indicated on the attached "Price Form" under the "States covered and discounts rates" portion of the bid.

There is a discount multiplier off list in all states where MES is a 1F distributor. We can support the FRGPO in these states only.

MES has stated "MES is not a 1F distributor" for all States where a discount cannot be offered and MES cannot support the FRGPO.

These discounts are only good for complete SCOTT Airpak units and Cylinders. The discount is not authorized to be used for purchase of the below:

- Repair Parts

PRICING FORM
Solicitation No: RFP 10-0012
Solicitation No: RFP 10-0012 Self Contained Breathing Apparatus Equipment Parts and Services

Proposer shall provide its entire SCBA catalog ("catalog discount" – discount off list price or cost plus) in order that FireRescue GPO's members who wish to access the Price Agreement may order a broad range of goods and services as needed.

Pricing must be FOB Destination, delivered, off-loaded from the shipper's truck and placed at the point of rest.

Indicate a guaranteed minimum delivery date after receipt of an order: 4 - 8 Weeks.

States Covered and Discount Rates

Bidder must indicate any and all states where products and services can be offered.
Please indicate the discount rate for each state if it varies. Add additional information or sheets as needed to adequately present pricing, discounts, distributors, etc.

	Alabama	25% Off List Price		Montana	25% Off List Price
	Alaska	25% Off List Price		Nebraska	25% Off List Price
	Arizona	25% Off List Price		Nevada	25% Off List Price
	Arkansas	25% Off List Price		New Hampshire	MES is not a 1F Distributor
	California	25% Off List Price		New Jersey *	25% Off List Price *
	Colorado	25% Off List Price		New Mexico *	25% Off List Price *
	Connecticut	MES is not a 1F Distribuor		New York *	25% Off List Price *
	Delaware	25% Off List Price		North Carolina	25% Off List Price
	Florida	25% Off List Price		North Dakota	25% Off List Price
	Georgia	25% Off List Price		Ohio	MES is not a 1F Distributor
	Hawaii	MES is not a 1F Distributor		Oklahoma	MES is not a 1F Distributor
	Idaho	25% Off List Price		Oregon	25% Off List Price
	Illinois	25% Off List Price		Pennsylvania *	25% Off List Price *
	Indiana *	25% Off List Price *		Rhode Island	MES is not a 1F Distributor
	Iowa	25% Off List Price		South Carolina	25% Off List Price
	Kansas	25% Off List Price		South Dakota	25% Off List Price
	Kentucky	MES is not a 1F Distributor		Tennessee *	25% Off List Price *
	Louisiana	25% Off List Price		Texas	25% Off List Price
	Maine	MES is not a 1F Distributor		Utah	25% Off List Price
	Maryland	25% Off List Price		Vermont	25% Off List Price
	Massachusetts	MES is not a 1F Distributor		Virginia	25% Off List Price
	Michigan	MES is not a 1F Distributor		Washington	25% Off List Price
	Minnesota	25% off List Price		West Virginia *	25% Off List Price *
	Mississippi	MES is not a 1F Distributor		Wisconsin	MES is not a 1F Distributor
	Missouri *	25% Off List Price *		Wyoming	25% Off List Price

* MES is only authorized as a 1F Distributor in certain counties in the " * " states above. Please call 1-877-MES-FIRE to verify authorization.

Opportunities for Additional Discounts

From time to time trade in values are offered to departments that are willing to exchange their used SCBA units when purchasing new Scott Air Paks. Those trade in values are determined at the time of bid.

Some of the criteria used to determine the value of the SCBA's to be traded in is listed below. Value determination is not limited to the below points.

- Condition of the used "Trade In" SCBA units.
- Strategic market need for the "Trade In" SCBA units.
- Manufacturer of the "Trade In" SCBA units.
- Age of the "Trade In" SCBA units.
- Reparability of the "Trade In" SCBA units

SCOTT HEALTH AND SAFETY FACTORY WARRANTY

TYCO/SCOTT HEALTH AND SAFETY
LIMITED WARRANTY ON AIR-PAK® 75 PRODUCTS

Scott Health and Safety (SCOTT) warrants AIR-PAK® 75 (THE PRODUCTS) to be free from defects in workmanship and materials for a period of ten (10) years from the date of original manufacture by SCOTT. This warranty applies to all components of THE PRODUCTS purchased and supplied at the time of original sale of THE PRODUCTS, EXCEPT pressure reducers, electrically operated devices, communications devices, consumable supplies and carrying cases. SCOTT warrants all pressure reducers supplied with THE PRODUCTS to be free from defects in workmanship and materials for a period of fifteen (15) years from the date of original manufacture by SCOTT. SCOTT warrants all electrically operated devices supplied with THE PRODUCTS to be free from defects in workmanship and materials for three (3) years from the date of original manufacture by SCOTT. SCOTT further warrants all communications devices, unused consumable supplies, and carrying cases supplied with THE PRODUCTS to be free from defects in workmanship and materials for one (1) year from the date of original manufacture by SCOTT. SCOTT's obligation under this warranty is limited to replacing or repairing (at SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs of or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to "SCOTT Health and Safety " (Attn: Warranty Claim Dept.), P.O. Box 569, Monroe, North Carolina 28111.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, alteration, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT AVIATION PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.

H/S 6639 8/07

Price Agreement 10-0012 - Exhibit B

Municipal Emergency Services Warranty Offering

MES is a 1-F SCOTT Health & Safety Fire Service Distributor. In order to be designated as a 1-F distributor we needed to meet the below minimum qualifications:

- Have the expertise to train and support the purchaser in the unique aspects of health and safety issues related to all of the below SCOTT products
  - Air Supplied Products
  - Air Purifying Products
  - Thermal Imaging Products
  - Portable Gas Detection Products

  Core Fire Products
  - NFPA Air-Paks or Air Pak Kits
  - Carbon Fiber Cylinder/Valve assemblies
  - AV2000 / AV3000 Face Pieces

- Have as its primary focus the promotion and selling of safety, fire protection and related technical products to the public fire service market (Municipal, state, federal and government agencies).

- Maintain a trained outside sales force that actively promotes and sells products to customers in the public fire service market through direct contact with such customers in the territory.

- Maintain SCOTT demonstration equipment, per stocking location, as needed to promote the sale of SCOTT products.

MES earned this designation due to our commitment to sell, service, stock and support SCOTT Health & Safety products into the Fire Service market. MES has a local stocking facility in Vancouver, WA that maintains stock for SCOTT SCBA replacement and warranty parts. We have two mobile service technicians operating out of our branch in Vancouver, WA to provide service repair and warranty. Our Technicians are trained and certified by SCOTT Health & Safety to perform service and **warranty** work on all SCOTT products, including the AP75Air Pak. Our national reach allows us access to all 14 MES branches and over $1,000,000 in inventoried SCOTT replacement parts.

Price Agreement 10-0012 - Exhibit B

MES LOCATIONS WITH MOBILE SERVICE CAPABILITY

MES - Arizona
Serving: AZ, NV
2330 West University Drive
Unit 10
Tempe, AZ 85281
Toll Free: 877-817-6100
Fax: 480-967-6101

MES - Illinois
Serving: IL
401 Peoria Street
Washington, IL 61571
Toll Free: 800-322-8402
Fax: 309-444-8555

MES - Indiana
Serving: IN
6975 Hillsdale Court
Indianapolis, IN 46250
Toll Free: 888-322-8402
Fax: 317-596-1701

MES - Mid-America
Serving: NE, IA, SD, ND, MN, KS, MO
1751 County Rd, 20th Ave.
Fremont, NE 68025
Toll Free: 800-228-9014
Fax: 402-727-5789

MES - New York
Serving: NY, CT, MA, VT
261 Upper North Road
Highland, NY 12528
Toll Free: 800-560-8030
Fax: 845-691-4319

MES - Northwest
Serving: ID, WA, OR, ALASKA
3801 Fruit Valley Rd., Suite C
Vancouver, WA 98660
Toll Free: 866-288-4936
Fax: 360-737-1632

MES - Pennsylvania
Serving: NJ, PA, DE
180 Gordon Drive, Suite 113
Exton, PA 19341
Toll Free: 866-363-2270
Fax: 610-363-6067

MES - Rocky Mountain
Serving: CO, WY, MT, UT
4081 South Eliot Street
Englewood, CO 80110
Toll Free: 866-746-0198
Fax: 303-781-4573

MES - Southeast
Serving: NC, SC, GA, AL, TN
6601-P Northpark Blvd.
Charlotte, NC 28216
Toll Free: 800-868-8584
Fax: 704-599-4605

MES - Texas
Serving: LA, OK, TX
15865 International Plaza Dr.
Suite 240
Houston, TX 77032
Toll Free: 800-784-0404
Fax: 281-442-9199

MES - Virginia
Serving: VA
648 Independence Pkwy
Suite 200
Chesapeake, VA 23320
Toll Free: 800-627-4736
Fax: 757-436-3504

Local Service in Northwest

MES has two, Northwest based, SCOTT Heath & Safety certified mobile technicians. Both are certified to provide service and warranty work on the AP75 units specified.

Our Vancouver, WA facility is the stocking location for SCOTT warranty and repair parts. This includes parts available to repair NXG7 & AP75 air packs. Warranty and repair services can be performed at the customer site or at our facility in Vancouver, WA. MES has a service coordinator that works with our mobile service technicians and our customers to coordinate warranty and service work. This resource will provide one point of contact for any issues that need to be resolved. The contact name is Heidi Camden-Britton. She can be reached at 866-746-0198. Our Service and Warranty coordinator will respond to all requests for warranty assistance within 24 hours. We will meet the 72 hour turn around requirement.

Local Service in the Northwest Continued

MES has a complete understanding of the processes and procedures required to efficiently and effectively process warranty with the SCOTT Health & Safety factory. MES works very closely with the local SCOTT Health & Safety representation and factory technical support to make all warranty claims seamless to the customers.

We have identified parts specific to all SCOTT air packs including the AP75. We set min / max levels on these parts both on our technician service vans and in our hub to insure that we maintain an adequate supply of parts to limit customer downtime and provide quick service turn around.

MES Vancouver also has the ability to pull parts from our over $1,000,000 national SCOTT parts inventory. Our operating system allows our employees to access inventory in all MES locations. This provides an excellent back up system to insure parts are available when needed by our customers.

Welcome to the Scott Family!

Thank you for purchasing this new Scott product. We appreciate your confidence and welcome you to the Scott Family of Respirator Users. The Scott Family embraces thousands of industrial workers and firefighters around the world who rely on Scott equipment and share our common commitment to making "Safety Our Life's Work."

Questions...

If you have any questions regarding this product, please feel free to contact Scott directly:

Scott Technical Support Team
P.O. Box 569
Monroe, NC 28111
Tel.: 704.291.8300
Tel.: 1.800.247.7257 (toll free)
Fax: 704.291.8340
E-Mail: sh-sale@tycoint.com

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS MAIL PERMIT NO. 63 MONROE, NC
POSTAGE WILL BE PAID BY ADDRESSEE

SCOTT HEALTH & SAFETY PRODUCTS
ATTN: WARRANTY TEAM
309 W CROWELL ST
MONROE NC 28112-4649

Price Agreement 10-0012 - Exhibit B

SCBA Owner Name _____

Address _____

_____ _____ _____
City State Zip

Quantity Purchased _____ Date Purchased _____

Respirator Type: ✐ Air-Pak® 75 SCBA (2216 psi) ✐ Air-Pak 75 SCBA (4500 psi)
✐2.2 Air-Pak 2007 Edition ✐3.0 Air-Pak 2007 Edition ✐4.5 Air-Pak 2007 Edition

USER WARRANTY INFORMATION REGISTRATION CARD

Contact Person _____
Telephone # - - ext. _____

Serial Number: Reducer _____
Cylinder Regulator _____

TYCO/SCOTT HEALTH AND SAFETY LIMITED WARRANTY ON AIR-PAK® 75 PRODUCTS

Scott Health and Safety (SCOTT) warrants AIR-PAK® 75 (THE PRODUCTS) to be free from defects in workmanship and materials for a period of ten (10) years from the date of original manufacture by SCOTT. This warranty applies to all components of THE PRODUCTS purchased and supplied at the time of original sale of THE PRODUCTS, EXCEPT pressure reducers, electrically operated devices, communications devices, consumable supplies and carrying cases. SCOTT warrants all pressure reducers supplied with THE PRODUCTS to be free from defects in workmanship and materials for a period of fifteen (15) years from the date of original manufacture by SCOTT. SCOTT warrants all electrically operated devices supplied with THE PRODUCTS to be free from defects in workmanship and materials for three (3) years from the date of original manufacture by SCOTT. SCOTT further warrants all communications devices, unused consumable supplies, and carrying cases supplied with THE PRODUCTS to be free from defects in workmanship and materials for one (1) year from the date of original manufacture by SCOTT. SCOTT's obligation under this warranty is limited to replacing or repairing (at SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs of or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to "SCOTT Health and Safety " (Attn: Warranty Claim Dept.), P.O. Box 569, Monroe, North Carolina 28111.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, alteration, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT AVIATION PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.

H/S 6639 8/07

CERTIFICATE OF LIABILITY INSURANCE

OP ID 79
MUNIC-1

DATE (MM/DD/YYYY) 06/07/10

PRODUCER

Hylant Group Inc-Indianapolis
301 Pennsylvania Parkway, #201
Indianapolis IN 46280
Phone: 800-678-0361 Fax: 317-817-5151

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

MES I Acquisition, Inc.,
Municipal Emergency Services, Inc.
75 Glen Road, Ste 207
Sandy Hook CT 06482

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty	036161
INSURER B:	Farmington Casualty Company	041483
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY					
A	X	X COMMERCIAL GENERAL LIABILITY	Y630922J6721TIL09	12/29/09	12/29/10	EACH OCCURRENCE	$1,000,000
		CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$500,000
						MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$1,000,000
		POLICY PRO-JECT X LOC					
		AUTOMOBILE LIABILITY					
A	X	X ANY AUTO	Y810922J6733TIL09	12/29/09	12/29/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		ALL OWNED AUTOS	BA922J674509CAG -TX & WA	12/29/09	12/29/10	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
A		X Comp $1000 ded	SAME AS ABOVE	12/29/09	12/29/10	PROPERTY DAMAGE (Per accident)	$
A		X Coll $1000 ded	SAME AS ABOVE	12/29/09	12/29/10		
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$10,000,000
A		X OCCUR CLAIMS MADE	YSMCUP922J6769TIL09	12/29/09	12/29/10	AGGREGATE	$
							$
		DEDUCTIBLE					$
		X RETENTION $0					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATUTORY LIMITS / OTHER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	YFUB922J675709	12/29/09	12/29/10	E.L. EACH ACCIDENT	$500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$500,000
						E.L. DISEASE - POLICY LIMIT	$500,000
		OTHER					
A		Blanket Property	Y630922J6721	12/29/09	12/29/10		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is named as an Additional Insured with respect to General Liability and Auto Liability as required by written contract. Coverage will be considered primary.

CERTIFICATE HOLDER

TUALAT

Tualatin Valley Fire &
Rescue
Attn: Finance
20665 SW Blanton St.
Aloha OR 97007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

NAMED INSURED
ACTION FIRE & SAFETY, INC.
ALL SAFE
ASHEVILLE FIRE & SAFETY
BELL-HERRING, INC.
DANKO EMERGENCY SERVICES, INC.
FIREBRAND, INC.
FOUR ALARM FIRE EQUIPMENT, INC.
GLOBAL FIRE EQUIPMENT, INC.
MES ALASKA
MES ANCHORAGE, AK
MES ASHEVILLE, NC
MES CAROLINAS
MES CHARLOTTE, NC
MES CHESAPEAKE, VA
MES EXTON, PA

NAMED INSD - CON'T
MES FREMONT, NE
MES HIGHLAND, NY
MES HOUSTON, TX
MES I ACQUISITION, INC. (A DELAWARE CORP.)
MES ILLINOIS
MES INDIANA
MES INDIANAPOLIS, IN
MES MARYLAND
MES MID AMERICA
MES NEW YORK
MES NORTHWEST
MES PENNSYLVANIA
MES RICHLAND HILLS, TX
MES ROCKY MOUNTAINS

NAMED INSD - CON'T
MES ENGLEWOOD, CO
MES SANDY HOOK, CT
MES SOUTHEAST
MES SOUTHWEST
MES TEMPE, AZ
MES TEXAS
DOLTON FIRE
MES VANCOUVER, WA
MES VIRGINIA
MES WASHINGTON, IL
MES WILLIAMSPORT, MD
MUNICIPAL EMERGENCY SERVICES, INC. (A NEVADA CORP.)
NICHOLS FIRE EQUIPMENT, INC.
PITTSFORD FIRE EQUIPMENT CORPORATION
MES CLEANING AND CARE, LLC

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
   a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
   b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
   b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      ii. Supervisory, inspection, architectural or engineering activities.
   c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
   a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
MUNICIPAL EMERGENCY SERVICES, INC.

[Quotation]

See following pages.

MES - Arizona
700 W. Mississippi Avenue Unit E6
Denver, CO 80223

Telephone.....: 480-967-6100
Fax.....: 480-967-6101

Ship To:
Avondale Fire Department
1825 N. 107TH AVENUE
AVONDALE, AZ 85323

Contact: Kevin Moore
Phone:

Bill To:
CITY OF AVONDALE
11465 W. CIVIC CENTER DRIVE
SUITE 290/ACCTS PAYABLE
AVONDALE, AZ 85323

Quotation

Number.....: QT_00091145-14
Date.....: 6/16/2011
Page.....: 1 of 2
Sales order.....:
Requisition.....:
Your ref.....:
Our ref.....: cbarkley
Quotation deadline.....: 2/11/2011
Payment.....: Net 30
Sales Rep.....: cbarkley
Terms of delivery.....: Supplier Pays Freight

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
AP2140204200202	Scott Air-Pak 75 SCBA, Standard Harness, 4500 PSI, Standard Belt, No FSSR, EZ-Flo + Quick Connect Regulator, Dual EBSS (Buddy Breather), Pass Device Installed, 2 SCBA/Box List Price $6030 - 25% discount for GPO Contract.			40.00	EA	4,522.50	180,900.00
200129-01A	45-Minute, 4500 PSI Carbon Cylinder with Valve Assembly, Stubby List Price $1320 - 25% discount for GPO contract.			60.00	EA	990.00	59,400.00
200077-10	EZ-Flo Regulator, HUD, Quick Disconnect Hose.			20.00	EA		0.00
Air Pak Trade-In	Trade in of customer's old Scott Air-Paks with the purchase of the above listed 40 Air Paks and 60 Cylinders			-35.00	EA	1,200.00	-42,000.00
805773-82	AV3000 Sure Seal w/ Kevlar Head Harness - Medium			60.00	EA	213.17	12,790.20

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fe
Custom orders are not returnable.

MES - Arizona
700 W. Mississippi Avenue Unit E6
Denver, CO 80223

Telephone.....: 480-967-6100
Fax.....: 480-967-6101

Ship To:
Avondale Fire Department
1825 N. 107TH AVENUE
AVONDALE, AZ 85323

Contact: Kevin Moore
Phone:

Bill To:
CITY OF AVONDALE
11465 W. CIVIC CENTER DRIVE
SUITE 290/ACCTS PAYABLE
AVONDALE, AZ 85323

Quotation

Number.....: QT_00091145-14
Date.....: 6/16/2011
Page.....: 2 of 2
Sales order.....:
Requisition.....:
Your ref.....:
Our ref.....: cbarkley
Quotation deadline.....: 2/11/2011
Payment.....: Net 30
Sales Rep.....: cbarkley
Terms of delivery.....: Supplier Pays Freight

Notes:
Take AP50 airpack traded in. Will also provide additional 20 regulators free of charge on trade.

Sales balance	Total discount	S&H	Sales tax	Total
211,090.20	0.00	0.00	19,631.38	230,721.58 USD

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fe
Custom orders are not returnable.

CITY COUNCIL REPORT

SUBJECT:
Resolution 2991-711 - Third Amendment to the Grant Agreement with First Things First Southwest Maricopa Regional Partnership Council

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director (623) 333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a resolution authorizing the third amendment to the grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to provide funding for support services to families with children from birth to age five and authorize the Mayor or City Manager and City Clerk to execute the necessary documents

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is a State agency established by a voter initiative to support a voluntary system of early care and education. The objective is to provide an array of programs for families with children from birth to age five. The Southwest Maricopa Regional Partnership Council (Regional Council) represents Avondale and surrounding communities and is charged with making funding and strategy recommendations to the First Things First Board.

DISCUSSION:

The scope of work for the grant was negotiated to address the priority areas of the Regional Council and to enhance services provided out of the Care 1st Avondale Resource and Housing Center. These include three areas of service provision: parenting education, early literacy services, and emergency food boxes for families with young children. The services will be provided to residents of Southwest Maricopa County. Proposed amendments to the agreement include a contract renewal for a total award amount of $239,766 for FY 2011 - 2012.

BUDGETARY IMPACT:

There is no match funding required and no impact on the General Fund.

RECOMMENDATION:

Staff recommends that the City Council approve a resolution authorizing the third amendment to the grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to provide funding for support services to families with children from birth to age five and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2991-711

RESOLUTION NO. 2991-711

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE THIRD AMENDMENT TO THE GRANT AGREEMENT WITH THE FIRST THINGS FIRST SOUTHWEST MARICOPA REGIONAL PARTNERSHIP COUNCIL RELATING TO SERVICES AT THE CITY OF AVONDALE FAMILY RESOURCE CENTER.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Third Amendment to the Grant Agreement with the First Things First Southwest Maricopa Regional Partnership Council relating to renewal for Fiscal Year 2011-12 of services at the City of Avondale Family Resource Center (the "Third Amendment") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Third Amendment and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, July 11, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2991-711

[Third Amendment]

See following pages.

FIRST THINGS FIRST *The right system for bright futures*	**CONTRACT RENEWAL AMENDMENT NOTIFICATION**		Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5000 (602) 265-0009 fax
	Renewal Amendment Award Notification	Page 1 of 1	
	Renewal Grant Agreement/2012 Contract Award # GRA-RC007-10-0008-01-Y3 Southwest Maricopa Regional Partnership Council Family Resource Centers		

CONTRACTOR:
City of Avondale

PURPOSE OF AMENDMENT:

1. Pursuant to Special Terms and Conditions, "Contract Renewal", of the above referenced Grant Agreement/Contract Award, the State of Arizona hereby exercises its sole option to renew the Grant Agreement/Contract Award number referenced above. The renewal award period is July 1, 2011 through June 30, 2012.

2. Total award amount for the contract period is $239,766.

3. The Grantee is responsible for all updated Standards of Practice located for reference in the First Things First Grant Management System known as PGMS under Grantee Resources.

4. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents, and renewal submission documents.

Contractor hereby acknowledges receipt and understanding of the contract amendment Signature_____ Name_____ Title_____ Date_____	The above referenced amendment is hereby executed effective July 1, 2011 once signed and dated below: _____ Jeanne Martin Lead Financial and Contract Specialist _____ Date

FIRST THINGS FIRST

4000 N Central Ave, Ste 800
Phoenix, AZ 85012
Phone: 602.771.5100
Fax: 602.274.7040
www.azftf.gov

TO: City of Avondale

FROM: Lyra Contreras, Lead Fiscal Specialist
Dana Browning, Lead Fiscal Specialist

RE: Contract Renewal Information

DATE: June 17, 2011

On behalf of First Things First, I would like to congratulate you on your renewal award from the Southwest Maricopa Regional Partnership Council. The award period for your contract, GRA-RC007-10-0008-01-Y3, is July 1, 2011 through June 30, 2012.

Your financial and programmatic reporting, as well as grant management documentation, will continue to be provided through the Partners Grant Management System (PGMS).

Remember your current agreement ends on June 30, 2011. The terms of your contract require final data and narrative reports be submitted on or before July 20, 2011 and your final request for reimbursement must be submitted no later than 45 days from the end date. Be aware that there are no carryover funds from your current award into the award for the next fiscal year.

Important Information for 2012 Reporting

For the 2012 award period, quarterly program narrative and data reports will be due the 20th day of the month following the quarter.

Specific to Quarter 1 Data Reporting (due October 20), First Things First has been developing common data reporting templates connected to specific Target Service Units. This process includes the automation of data collection through PGMS. Please note the following:

- Because of this automation, data template(s) assigned to your First Things First award will **not be available** for data input beginning July 1 and may not be available until early September.
- First Things First requests that you do **not submit other reports in place of the automated reports**. Please continue to keep track of data that will be submitted once the data template(s) are functional in PGMS.
- You will be contacted by First Things First Evaluation staff to set up training for your data template(s) if your data collection template(s) have been modified.

We understand that this unavailability of data reporting templates has an impact on your work. Once you have access to your automated data template(s) in September, you may contact your Finance staff member to request an extension of time to input data for Quarter 1 if needed.

Narrative Reporting should not be impacted by this data template update and is still due on October 20, 2011. Requests for financial reimbursement can be submitted as frequently as monthly, but no less frequently than quarterly as usual. Please note, financial reimbursement may be delayed if the submission of data and narrative quarterly reports is not timely.

Data, narrative and financial information is critical to keep Regional Partnership Councils and the Board of First Things First apprised of performance throughout grant implementation. Late submission of narrative, data, and financial information will result in key information not being provided in reports presented to the Regional Partnership Councils and the Board of First Things First.

Follow Up Action Necessary

Please print **two originals** of the attached Contract Renewal Notification form and have them signed by your designated signatory. Mail the two originals back to the attention of your First Things First Finance Division staff. First Things First will sign the documents upon receipt and return one original for your records.

If you have any questions or concerns, please do not hesitate to contact your finance staff - Lyra Contreras, lcontreras@azftf.gov, (602) 771-5083 and Dana Browning, dbrowning@azftf.gov, (602) 771-5094. We look forward to working with you this year.

CITY COUNCIL REPORT

SUBJECT:
Ordinance 1464-711 - Amendment to Avondale City Code Chapter 24, Article II, Municipal Water System

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Kevin Artz, Finance & Budget Director (623) 333-2011

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council adopt an Ordinance amending the Avondale City Code, Chapter 24, relating to the responsible party, and an increase in security deposits.

BACKGROUND:

In May 2011, the State of Arizona adopted House Bill 2193 (see Attached), which eliminates the City's ability to hold the landlords responsible for delinquent water accounts at their property.

The new law does not allow the City to require payment of unpaid water and wastewater services by anyone other than the person the City has contracted to provide the service **and** who physically resides or resided at the property. The law also prohibits the City from refusing service as a result of unpaid bills to anyone other than the person who physically resided and received service at the property. In addition, the law provides that "A property owner, an immediate family member of the person who does not reside at the property or any other entity, at its sole discretion, may contract for water and wastewater service with a municipality and shall provide payment."

The language in the new law creates a significant loophole for individuals that contract for service, but do not reside at the service location, in that, the City may not be able to collect on a delinquent bill (or refuse service until the delinquent bill is paid) if the individual has not resided at the service location.

For example, an out of state investor could purchase a rental house in Avondale, and have the water service turned on in their name. If the account becomes delinquent and the service disconnected, the law states that the City could not collect on the delinquent bill or refuse service for the unpaid bill if the owner requests the water to be reconnected, because the owner of the property has not resided at the service location.

On June 20, 2011, staff presented an option to increase the security deposit for applicants that do not reside at the service location from $175 to $250. Council directed staff to bring forward an Ordinance with the proposed changes.

DISCUSSION:

The attached Ordinance deletes the language that required landlords and real estate agents to sign an agreement with the City acknowledging their responsibility for payment on delinquent accounts. In addition, for residential customers that do not reside at the service location, the security deposit has been increased from $175 to $250.

RECOMMENDATION:

Staff recommends Council adopt an Ordinance amending Avondale City Code, Chapter 24, relating to the responsible party, and an increase in security deposits.

ATTACHMENTS:

Click to download

- Hose Bill 2193
- Ordinance 1464-711

Senate Engrossed House Bill

State of Arizona
House of Representatives
Fiftieth Legislature
First Regular Session
2011

HOUSE BILL 2193

AN ACT

AMENDING SECTION 9-511.01, ARIZONA REVISED STATUTES; RELATING TO CITIES AND TOWNS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

Be it enacted by the Legislature of the State of Arizona:

Section 1. Section 9-511.01, Arizona Revised Statutes, is amended to read:

9-511.01. Water and wastewater business; rates; procedures; responsibility for payments

A. A municipality engaging in a domestic water or wastewater business shall not increase any water or wastewater rate or rate component, fee or service charge without complying with the following:

1. Prepare a written report or supply data supporting the increased rate or rate component, fee or service charge. A copy of the report shall be made available to the public by filing a copy in the office of the clerk of the municipality governing board at least thirty days before the public hearing described in paragraph 2.

2. Adopt a notice of intention by motion at a regular council meeting to increase water or wastewater rates or rate components, fees or service charges and set a date for a public hearing on the proposed increase that shall be held not less than thirty days after adoption of the notice of intention. A copy of the notice of intention showing the date, time and place of the hearing shall be published one time in a newspaper of general circulation within the boundaries of the municipality not less than twenty days before the public hearing date.

B. After holding the public hearing, the governing body may adopt, by ordinance or resolution, the proposed rate or rate component, fee or service charge increase or any lesser increase.

C. Notwithstanding section 19-142, subsection B, the increased rate or rate component, fee or service charge shall become effective thirty days after adoption of the ordinance or resolution.

D. Any proposed water or wastewater rate or rate component, fee or service charge adjustment or increase shall be just and reasonable.

E. Rates and charges demanded or received by municipalities for water and wastewater service shall be just and reasonable. Every unjust or unreasonable rate or charge demanded or received by a municipality is prohibited and unlawful.

F. For residential property of four or fewer units, a municipality shall not require payment of unpaid water and wastewater service rates and charges by anyone other than the person who the municipality has contracted with to provide the service, WHO PHYSICALLY RESIDES OR RESIDED AT THE PROPERTY AND WHO RECEIVES OR RECEIVED THE SERVICE. A PROPERTY OWNER, AN IMMEDIATE FAMILY MEMBER OF THE PERSON WHO DOES NOT RESIDE AT THE PROPERTY OR ANY OTHER ENTITY, AT ITS SOLE DISCRETION, MAY CONTRACT FOR WATER AND WASTEWATER SERVICE WITH A MUNICIPALITY AND SHALL PROVIDE PAYMENT.

G. For residential property of four or fewer units, a municipality shall not refuse service within the ~~municipalities~~ MUNICIPALITY'S service area for the unpaid water and wastewater rates and charges to anyone other than the person who ~~the municipality has contracted with to provide~~ PHYSICALLY RESIDED AND RECEIVED the service AT THE PROPERTY. A PROPERTY OWNER, AT THE OWNER'S SOLE DISCRETION, MAY CONTRACT FOR WATER AND WASTEWATER SERVICE WITH A MUNICIPALITY AND SHALL PROVIDE PAYMENT FOR THAT SERVICE.

ORDINANCE NO. 1464-711

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 24, WATER, SEWERS AND SEWAGE DISPOSAL, ARTICLE II, MUNICIPAL WATER SYSTEM, RELATING TO SECURITY DEPOSITS AND THE PERSON LIABLE FOR PAYMENT OF THE BILL; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Council of the City of Avondale finds that the proposed increases in security deposits are necessary to offset delinquencies on water and sewer accounts for consumers that do not reside at the service location; and

WHEREAS, the Council of the City of Avondale further finds that the proposed amendments to the Code are necessary to bring the code into compliance with recent changes to state law.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The foregoing recitals are incorporated as if fully set forth herein.

SECTION 2. The Avondale City Code, Chapter 24, Water, Sewers and Sewage Disposal, Article II, Municipal Water System, Division 1 (Generally), Section 24-20 (Fee for turning on water service), is hereby amended to read as follows:

24-20 Fee for turning on water service.

(A) A charge of sixty dollars ($60.00) shall be made for each turn-on of water service. For same day turn-on service, a charge of one-hundred dollars ($100.00) shall be made for each turn-on of water service, except for re-starting service that has been disconnected for non-payment, which shall require a charge of sixty dollars ($60) for same day turn-on service.

(B) Notwithstanding the provisions of subsection 24-20(A) above, a licensed real estate agent may request that water service be turned on at a residence if the real estate agent has a contract to represent the property owner in the sale of the property for which the water service is requested and all of the following conditions have been met:

(1) For temporary water service requested for necessary inspections:

(a) The real estate agent has paid a turn-on fee of one hundred dollars ($100).

(b) The water service is turned on for a period of not longer than three (3) consecutive business days.

(c) There shall be no water consumption charge for water used on the property pursuant to a turn-on request from a real estate agent under this subsection 24-20(b)(1) so as long as the water consumption on the property during the three (3) day period does not exceed two thousand (2,000) gallons. The cost for water consumption above two thousand (2,000) gallons shall be the responsibility of the realtor.

~~(2) For indefinite water availability during the time the real estate agent is listing the property:~~

~~(a) The real estate agent has paid the appropriate turn-on fee as set forth in subsection 24-20(a) above.~~

~~(b) The real estate agent has signed an agreement pursuant to subsection 24-49(b) below.~~

SECTION 3. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-46 (Security deposit), is hereby amended to read as follows:

24-46 Security deposit.

(A) A water security deposit in the following amount shall be required of all consumers as follows:

(1) Residential consumers THAT RESIDE AT THE SERVICE LOCATION

(a) If paid at time of opening account: one hundred seventy-five dollars ($175).

(b) If paid in installments: two hundred dollars ($200); provided, however, that not more than three installments shall be permitted and the first two installments shall not be less than eighty dollars ($80).

(c) If paid after a delinquency as set forth in section 24-37 of this code: two hundred-fifty dollars ($250).

(2) RESIDENTIAL CONSUMERS THAT DO NOT RESIDE AT THE SERVICE LOCATION: TWO HUNDRED-FIFTY DOLLARS ($250.00)

(~~2~~3) Commercial consumers: three hundred dollars ($300.00).

(~~3~~4) Hydrant meters, one thousand dollars ($1,000.00).

A separate deposit is required for each meter.

SECTION 4. The Avondale City Code, Chapter 24 (Water, Sewers and Sewage Disposal), Article II (Municipal Water System), Division 2 (Rates, Charges, Billing and Collection Procedures), Section 24-49 (Persons liable for bills), is hereby amended to read as follows:

24-49 Persons liable for bills.

When a water security deposit is made, the person in whose name such deposit is made shall sign an agreement with the city acknowledging responsibility for payment of all bills incurred in connection with the service furnished and shall thereafter be responsible for all charges associated with water service related to that account until such account is closed. ~~Landlords owning rental property shall enter into an agreement with the city prior to any water service being established for a tenant of the landlord. The agreement shall acknowledge landlord's responsibility for payment of delinquent amounts on any such account only after the tenant's deposit has been fully credited to the amount owed; provided, however, that the city shall provide the landlord notice of any delinquent amounts on a tenant's account in advance of assessing any such costs to the landlord. The water service for any tenant account that has been closed due to non-payment shall be immediately transferred to the name of the landlord. The landlord shall thereafter be responsible for all charges for water service on that account until such time as a new agreement is signed by a new tenant, a new deposit is received from the new tenant for that property and any delinquent amounts have been paid. The water service for any account that has been transferred back to the landlord shall not be disconnected unless requested by the landlord.~~

~~(B) A licensed real estate agent requesting water to be turned on pursuant to subsection 24-20(B)(2) above shall sign an agreement with the city acknowledging responsibility for payment of all bills incurred in connection with the service furnished and shall thereafter be responsible for all charges associated with water service related to that account until such account is closed upon sale of the property and payment of any amounts due.~~

SECTION 5. If any provision or any portion of any provision of this Ordinance is for any reason held to be unconstitutional or otherwise unenforceable by a court of competent jurisdiction, such provision or portion thereof shall be deemed separate, distinct and independent of the remaining provisions of this Ordinance and shall be severed therefrom without affecting the validity of the remaining portions of this Ordinance.

SECTION 6. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, July 11, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

CITY COUNCIL REPORT

SUBJECT:
Update on Automated Meter Reading Program

MEETING DATE:
July 11, 2011

TO: Mayor and Council

FROM: Wayne Janis, PE, Public Works Director, (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will receive an update on the Water Meter Automation Program.

BACKGROUND:

There are four good reasons to meter customer water use. It encourages water conservation, which protects water resources. Metering postpones costly system expansion and saves operating costs. Metering allows a utility to track distribution leaks and losses. And finally, metering allows the utility to charg for water consumption based on use, which is a fair way to allocate costs. In the water industry, metering is considered good practice.

Water meters are read by one of several methods. One, the water customer reports usage by mail, phone, or internet. Two, a meter reader comes to the premise and enters the meter reading into a handheld computer. Three, a small radio is hooked up to the meter to automatically transmit readings to corresponding receivers in handheld computers, utility vehicles or distributed collectors. Most cities are increasingly installing Automatic Meter Reading (AMR) systems to prevent fraud, to lower ever-increasing labor and liability costs and to improve customer service and satisfaction.

Approximately seven years ago staff began a decade long program to convert from a touch read meter reading system to an Itron-compatible radio read “drive-by” system. By early last year (six years into the program) 60% of the system had been converted to the radio read technology. In April of last year, Council gave staff authorization to move forward and expedite conversion of the remaining 40% of the system. This allowed staff to condense the remaining four-year program into 11-months, completing the conversion program three years ahead of schedule.

DISCUSSION:

In April and May of 2010, Council approved contracts for the purchase and installation of approximately 7,000 radio read water meters. In late June, the water meters were delivered and installation began in July. The conversion was completed in May of this year with a total of 7,030 installed commercial and residential meters. Total costs included:

Meters	$1,330,000
Installation	$170,000
Recycling Revenue	($82,000)

While there are many advantages to automated meters, the most advantageous is the phenomenal reduction in read times. Before the conversion program the City was divided into four read zones and employed seven fulltime Service Workers. Each zone required approximately one week to conduct

touch reads, re-reads, repairs, and replacements. Each worker required a vehicle, trailer, golf cart, reading equipment, and workstation.

After the conversion, the City employs two fulltime Customer Service Technicians who are able to pick up more than 99.8% of reads from their vehicle using a Mobile Lite unit, completing the routes in less time than it previously took seven. The Department was also able to release five vehicles, trailers, carts, and other equipment.

In addition to the cost savings associated with reduced man-hours and equipment, the program gives greater reading accuracy and a safer work environment for staff. Workers no longer enter private properties and/or businesses to collect reads. Employees are no longer exposed to extreme weather conditions. The City will reduce its “lost and unaccounted for” non-revenue water. With reduced read times, workers can focus more on customer service, repairs, and maintenance. The reduced error in reading translates to a reduction in billing adjustments and fewer re-bills. This results in reduced customer complaints and increased customer satisfaction.

BUDGETARY IMPACT:

None.

RECOMMENDATION:

This presentation is for information, discussion, and direction only.

ATTACHMENTS:

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No Attachments Available