

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 07-221

City of Lincoln intends to enter into contract and invites you to submit a sealed bid for:

The Annual Requirements for Fire Fighter Turn-out Gear

MEETING OR EXCEEDING CITY OF LINCOLN'S SPECIFICATIONS

Sealed bids will be received by City of Lincoln, Nebraska on or before **12:00 noon Wednesday, July 18, 2007**, in the office of the Purchasing Agent, "**K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bid specification may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid, select current year, select bid specification. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

SPECIFICATION NO. 07-221

BID OPENING TIME: 12:00 NOON
DATE: WEDNESDAY, Date July 18, 2007

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE REQUIREMENTS FOR:
 STRUCTURAL FIRE FIGHTING CLOTHING**

BIDDING SCHEDULE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>PRICE</u>	<u>UNIT TOTAL PRICE</u>
1.	Gloves Mfg. _____ Prod. No. _____	180 pr/3 years	\$ _____	\$ _____
2.	Boots, as follows:			
a.	Ranger 3124 Insulated Bunker Fire Boot Mfg. _____ Prod. No. _____	60 pr/3 years	\$ _____	\$ _____
b.	Norcross Fire Breaker Series Insulated Fire Boot Mfg. _____ Prod. No. _____	60 pr/3 years	\$ _____	\$ _____
3. a.	Helmet Mfg. _____ Prod. No. _____	60 pr/3 years	\$ _____	\$ _____
b.	Face Shields only Mfg. _____ Prod. No. _____	60 pr/3 years	\$ _____	\$ _____

COMPANY NAME _____

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4.	Morning Pride Tail Coat and Pants			
a.	BPR-1231 Tail Coat, Bronze Mfg. _____ Prod. No. _____	60 pr/3 years	\$ _____	\$ _____
b.	BPRPOS32Z Pants, Bronze Mfg. _____ Prod. No. _____	60 pr/3 years	\$ _____	\$ _____
5.	Full Shoulder Head Socks(hood) Mfg. _____ Prod. No. _____	100 PR/3 years	\$ _____	\$ _____
6.	Total Proposal			\$ _____

BID SECURITY REQUIRED: Yes _____ Amount: _____
 No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Term of Contract is one (1) year, August 1, 2007, through July 31, 2008.

Contract Extension Renewal is an option: Yes _____
 No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
- (b) Bid prices subject to escalation/de-escalation: _____.
- (c) If (b), state period for which prices will remain firm:
 Through _____.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ YES ____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 07-221, AS WELL AS
COMPANY NAME AND ADDRESS.**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

1. Additional Ordering:

WILL YOUR COMPANY EXTEND THEIR PRICES OF THIS CONTRACT TO OTHER POLITICAL SUBDIVISIONS?

YES _____ NO _____

Political subdivisions include all cities, towns, townships, school corporations, and other governmental entities within the State of Nebraska. If you mark yes, you are saying you are willing to provide your bid price to any of these entities if they wish to purchase from this bid.

The City of Lincoln **does not** accept any responsibility for purchase orders issued by other political subdivisions, however we do support cooperative bidding.

All political subdivisions must be willing to accept bid item(s) as described in the specifications without any changes, no matter how minute, once the City of Lincoln accepts the bid.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
- 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve it's requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ___ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ___ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- X c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.

SPECIFICATIONS FOR FIRE FIGHTER TURN-OUT GEAR

1. **GENERAL**

- 1.1 The Lincoln Fire Department (LFD) currently employs approximately 280 Fire Fighters that respond to an average of 2,231 house, auto, and commercial fires and approximately another 18,500 emergency runs annually.
- 1.2 NFPA Standard in Effect:
 - 1.2.1 NFPA 1851, (current edition), the standard on the Selection, Care, and Maintenance of PPE.
 - 1.2.2 NFPA 1971, (current edition), Standard on Protective Ensemble For Structural Fire Fighting.
- 1.3 The Specifications are for the items LFD currently uses.
 - 1.3.1 The Brand Make and Model are listed to establish a minimum quality level.
 - 1.3.2 Other manufacturers which produce/supply gear of similar or better quality are strongly encourage to submit a proposal.

2. **SCOPE OF WORK**

- 2.1 It is anticipated that this bid will result in a contract for the supply, of fire fighter turn-out gear and footwear on an *as needed basis* to the LFD for a period of three (3) years.
 - 2.1.1 It is expected that 20 - 30 sets will be ordered in the first year
 - 2.1.2 The term of the contract will be for one year with the option for two additional one (1) year mutually agreeable terms.
- 2.2 Supply shall consist of measuring, ordering, tailoring, and delivery of turn-out gear as required by the department.
 - 2.2.1 Measuring must be done onsite at each Lincoln Fire Department station house.
 - 2.2.1.1 A list of Station locations will be provided in Attachment B.
 - 2.2.2 Garments supplied shall meet or exceed the specifications as listed in Attachment A.

3. **QUESTIONS & ANSWERS**

- 3.1 Any specific questions or comments concerning the bid must be presented by fax (402-441-6513) or preferably by e-mail to Tom Kopplin, tkopplin@ci.lincoln.ne.us, no later than 4:00 PM local time on July 13, 2007.
 - 3.1.1 Written questions or comments received after 4:00 PM local time on July 13, 2007. may not be entertained.
- 3.2 Vendors are expected to raise any questions or issues they have concerning the bid at this point in the process.
 - 3.2.1 If a vendor discovers any significant error, ambiguity, conflict, omission or other deficiency in the bid, the vendor should request modification/ clarification.
 - 3.2.2 The City will decide which questions will be answered, including whether any formal amendment or clarification to the bid is warranted.
 - 3.2.3 The City will post an anonymous list of questions and the official answers on their web site.

4. **BID INCLUSIONS**

- 4.1 Company Background & Information
 - 4.1.1 This section should give a brief overview of the company and provide the following information:
 - 4.1.1.1 Company name, business address, contact person, title of contact person and telephone number.
 - 4.1.1.2 Year established (include former names and year established, if applicable)
 - 4.1.1.3 Type of ownership and parent company, if applicable; and please include any general pre-printed literature regarding your company.
- 4.2 Vendor History
 - 4.2.1 The vendor must be a "responsible" vendor that is both ethically and financially in good standing within the industry, as determined by the City.
 - 4.2.1.1 If the vendor has had a contract terminated for default during the past three years, this fact is to be disclosed in the bid response.

- 4.2.1.2 Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.
- 4.2.1.3 The vendor may discuss the termination and present their position on the matter.
- 4.2.1.4 The City of Lincoln will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this bid would be seriously jeopardized by selection of the vendor.
- 4.2.1.5 If the vendor has experienced no such terminations for default in the past three years, then it should so indicate.

5. SAMPLES AND TESTING

- 5.1 Vendor proposing other than specified gear, may be required to provide at no cost to the city, four (4) sets of standard manufacturer sizes of compliant turn-out gear for wear test in operational service.
 - 5.1.1 These garments must be constructed as specified and will serve as examples of the product that will be supplied.
 - 5.1.1.1 Manufacturer to also include a detailed list of specifications listing, but not limited to, design and construction, stitch counts, TPP and THL.
 - 5.1.1.2 If required, samples must be supplied within ten (10) days after bid opening date.
- 5.2 Test results:
 - 5.2.1 Vendor shall verify with test results that gear proposed can withstand washing/cleaning shell fabric a minimum of 25 times without degrading the fabric.
 - 5.2.2 Testing to verify this will be flame and tear strength.
 - 5.2.2.1 Additionally, for quality control and potential liability purposes, vendor shall be ETL Verified through annual and random sampling inspections by ETL personnel.
 - 5.2.3 Vendor shall furnish a certificate of conformance verifying that they are capable of repairing moisture barriers to NFPA 1971, and NFPA 1851, standards.
 - 5.2.4 Each Vendor shall also provide a statement(s) regarding how the proposed garments exceed the requirements of NFPA 1971.
- 5.3 Testing
 - 5.3.1 If necessary, a number of fire fighters will be selected from different areas to conduct test on the proposed garments.
 - 5.3.2 The test period will extend through February 07, 2007.
 - 5.3.3 This test period may be shortened if the committee feels that all garments have been tested in like conditions.
 - 5.3.4 Garments will be subjected to normal, everyday conditions by the fire fighters.
 - 5.3.5 Specific subcategories of the testing period will include but not limited to the following:
 - 5.3.5.1 Wear Test:
 - 5.3.5.2 Don/doff ability
 - 5.3.5.3 Fit and Form
 - 5.3.5.4 Wear
 - 5.3.5.5 Mobility
 - 5.3.5.6 Feature access
 - 5.3.5.7 Comfort
 - 5.3.5.8 Compatibility with existing safety equipment
 - 5.3.5.9 Color comparison
 - 5.3.5.10 Overall serviceability

6. PRICING PROPOSAL

- 6.1 Pricing shall be separated into sections: Supply of Jackets/Pants, Head socks and Foot Wear and Gloves.
- 6.2 Contract Renewal
 - 6.2.1 The resulting contract may be renewed for a maximum of three (3) one year terms, beyond the expiration date by mutual agreement of the parties.
 - 6.2.2 The term of the renewal may not be longer than the term of the original contract.
 - 6.2.3 A renewal shall be by written notice sent by the City and written acceptance by the other.
 - 6.2.4 All other terms and conditions of the contract shall remain the same as set forth herein, and may be amended only by written instrument signed by both the City and Vendor and attached as an amendment.

- 6.3 Multiple Awards
 - 6.3.1 The City may award a contract to a single vendor or, at its option, may award contracts to multiple vendors if deemed to be in the best interest of the City of Lincoln.
- 6.4 Taxes
 - 6.4.1 The City of Lincoln is exempt from Federal, State and Local Taxes and will not be responsible for any such taxes in connection with the award of this contract.
 - 6.4.2 The City will provide a Tax Exemption Certificate upon request.
- 6.5 Exceptions Sheet
 - 6.5.1 An "exception" is defined as the Vendor's inability or unwillingness to comply with an absolute term, condition or specification - one that is essentially stated to be "required" under the language of the bid.
 - 6.5.2 Any and all exceptions taken must be identified and explained in writing on the Exception Sheet.
- 6.6 Sample Contract
 - 6.6.1 A copy of the City's standard contract document is attached for review.
 - 6.6.2 This document contains standard terms but does not contain contract language specific to this procurement.
 - 6.6.3 There will not be any exceptions to this document.
- 6.7 Licenses & Permits
 - 6.7.1 The successful Vendor shall furnish the City upon request any and all documentation regarding necessary licenses, permits, certifications and/or registrations required by the laws or rules and regulations of the City of Lincoln, other units of local government, the State of Nebraska and the United States.
- 6.8 Use of City's Name
 - 6.8.1 Upon entering an agreement, the successful vendor agrees not to use the name of the City of Lincoln in relation to the agreement in commercial advertising, trade literature or press releases to the extent without the prior written approval of the City.

**SPECIFICATIONS
FOR
STRUCTURAL FIRE FIGHTING CLOTHING**

1. GLOVES

- 1.1 The Firefighter, as manufactured by The Glove Corporation, Alexandria, Indiana or a City tested approved equal.
- 1.2 Specification compliance
 - 1.2.1 NFPA 1973 (1993 edition)
 - 1.2.2 FED-OSHA 29 CFR 1910-156-165
 - 1.2.3 CAL-OSHA 10.13407
 - 1.2.4 NFPA 1971 (1997 edition)
 - 1.2.5 Must meet or exceed all the required standards mentioned above
- 1.3 Outer Shell Design and Construction
 - 1.3.1 Elk spit leather
 - 1.3.2 Wristlet type
 - 1.3.3 Gunn cut construction
 - 1.3.4 Wing thumb, five-fingered glove
 - 1.3.5 Elastic snuggerband in wrist area on back
 - 1.3.6 Elk leather welting by the two middle fingers of palm side
 - 1.3.7 Elk leather patch in thumb crotch
 - 1.3.8 A continuous index finger construction
- 1.4 Inner Liner
 - 1.4.1 Fully-sewn liner of modacrylic (SEF) self-extinguishing fabric permanently attached to a liquid proof, one-way membrane bladder
 - 1.4.2 Bladder shall be attached to the liner by thermal adhesive to all fingers and thumbs
 - 1.4.3 Bladder and liner assembly shall be seen to each finger and thumb of the leather shell using Kevlar thread
 - 1.4.4 No stitches shall penetrate the bladder liquid-proof area
- 1.5 Cuffs
 - 1.5.1 Leather pull patch extending the full length of a four-ply Kevlar knit wrist (minimum 4") is required
 - 1.5.2 A leather hang-up loop shall be provided on inside of glove to facilitate drying and storage
- 1.6 Sizing
 - 1.6.1 Gloves shall be available in six sizes: S, M, L, XL, XXL, XXXL
- 1.7 Material
 - 1.7.1 Outer leather shell – side split elk leather of not less than 3 oz. nor more than 3.5 oz.
 - 1.7.2 Uniform color
 - 1.7.3 Welting shall not be less than 3 oz. nor more than 3.5 oz.
 - 1.7.4 Leather shall be tanned to resist cracking, peeling, and stiffening and processed to reduce slipperiness when wet or frying when heated
 - 1.7.5 Glove shall have a full-hand liner, fully-sewn fire retardant modacrylic (SEF) self-extinguishing fabric a minimum weight of 6-7 oz. per square yard material shall be napped on one side for comfort and warmth
 - 1.7.6 Liquid-proof membrane – a polyester film membrane completely sealed in the finger and sidewall areas.
 - 1.7.6.1 The polyester film membrane shall be used to prevent liquid penetration of the five test chemicals and water.
 - 1.7.6.2 No stitching shall penetrate the membrane.
 - 1.7.6.3 The membrane material shall remain flexible at sub-zero temperatures.

- 1.7.7 Stitching – all outer stitching shall be of heat-resistant Kevlar 30/3 thread or equal with a minimum of eight stitches per inch
- 1.7.8 Wristlet shall be made of 100% Kevlar material four-ply, a minimum of 4" in length. A leather pull patch to cover the inner wrist area shall be sewn to the wristlet

2. **BOOTS**

- 2.1 Ranger 5128 Men's Bunker Fire Boot (Insulated), as manufactured by Ranger Footwear Company, Binghamton, NY or Committee tested approved equal.
 - 2.1.1 Compliance
 - 2.1.1.1 NFPA 1971 (2000 edition)
 - 2.1.1.2 NFPA 1974 – National Fire Protection Association (1992 Edition)
 - 2.1.1.3 ANSI – American National Standard Institute Z41-1999
 - 2.1.1.4 OSHA – Occupational Safety and Health Administration 1988 Code
 - 2.1.1.5 CAL OSHA – California Administrative Code Title 8 GISO Article 10.1, September, 1985
 - 2.1.1.6 CSA – Canadian Standards Association Master Contract #205043
 - 2.1.2 Certification: U.L. Classified SA9520
 - 2.1.3 Electrical Hazard: Meets or exceeds ANSI Z41-1001 Section 4 Specifications
 - 2.1.4 Available in whole and half sizes 5-15
 - 2.1.5 Width
 - 2.1.5.1 Narrow (A/B/C)
 - 2.1.5.2 Medium (D/E)
 - 2.1.5.3 Wide (EE/EEE)
 - 2.1.6 Color: Black with yellow toe tip, binding and foxing
 - 2.1.7 Type of construction: vulcanized layered rubber
 - 2.1.8 Height
 - 2.1.8.1 Boot is 16" high when measured on the outside from boot top to bottom of heel
 - 2.1.8.2 Boot is 14" high when measured on the inside from boot top to the insole
 - 2.1.9 Steel Toe: Steel toe is wrapped with 1 ¼" total width with 7/8" resin core.
 - 2.1.9.1 The resin core is set in vulcanization (TF-38DST fiberglass)
 - 2.1.10 Steel Shank: .05" X 1" X 4" triple ribbed
 - 2.1.11 Steel Midsole
 - 2.1.11.1 One piece stainless steel, puncture resistant when tested in accordance with MIL Spec. B-2885D
 - 2.1.11.2 Exceeds ANSI-Z41 1991 Section 5 Specifications
 - 2.1.12 Felt Midsole: 1/2" thick, for warmth and cold protection to the bottom of foot
 - 2.1.13 Insole: Cushion sponge 1/8" thick with material blend cover, removable
 - 2.1.14 Insulation: Polyurethane foam – close cell
 - 2.1.15 Leg Lining: 6 ½ oz. Kevlar/Nomex, calendar coated stitch bonded fleece. Para-aramid/Aramid fleece
 - 2.1.16 Toe Lining: Kevlar/Nomex fleece
 - 2.1.17 Gum Upper: Rubber formulation that is fire resistant and resists cracking and oxidation
 - 2.1.18 Shin Protector: Knurled yellow rubber (90 gauge)
 - 2.1.19 Heal Reinforcement: Cotton/Nylon blend
 - 2.1.20 Outsole: oil, chemical and salt resistance.
 - 2.1.20.1 Excellent slip and abrasion resistance
 - 2.1.21 Outsole Pattern: Black lug sole (self-cleaning)

- 2.1.22 Heel
 - 2.1.22.1 Molded rubber, designed to give proper grip on ladder and offer skid resistance
 - 2.1.22.2 Abrasion of not less than 65 when tested in accordance with (ASTM) American Standard Test Manual
- 2.1.23 Pull-Up Loops
 - 2.1.23.1 Rolled rubber covered with black net
 - 2.1.23.2 Tapered ends inserted between the lining and the boot shaft
- 2.1.24 Bar Coding:
 - 2.1.24.1 Each pair of Ranger boots has a unique barcoded serial number in the right boot to assist in asset tracking.
 - 2.1.24.1.1 This unique number is also printed in numerical form
- 2.2 Norcross Servus 1467 Firebreaker Series Boot (Insulated), as manufactured by Norcross Footwear, Inc., Rock Island, Illinois or Committee tested approved equal
 - 2.2.1 Compliance
 - 2.2.1.1 NFPA 1971 (2000 edition)
 - 2.2.1.2 NFPA 1974 – National Fire Protection Association (1992 Edition)
 - 2.2.1.3 ANSI – American National Standard Institute Z41-1999
 - 2.2.1.4 OSHA – Occupational Safety and Health Administration 1988 Code
 - 2.2.1.5 CAL OSHA – California Administrative Code Title 8 GISO Article 10.1, September, 1985
 - 2.2.1.6 CSA – Canadian Standards Association Master Contract #205043
 - 2.2.2 Certification: U.L. Classified SA7276
 - 2.2.3 Electrical Hazard: Meets or exceeds ANSI Z41-1001 Section 4 Specifications
 - 2.2.4 Available in whole and half sizes 5-15
 - 2.2.5 Width
 - 2.2.5.1 Narrow (A/B/C)
 - 2.2.5.2 Medium (D/E)
 - 2.2.5.3 Wide (EE/EEE)
 - 2.2.6 Color: Unspecific
 - 2.2.7 Type of construction: vulcanized layered rubber
 - 2.2.8 Height
 - 2.2.8.1 Boot is 16" high when measured on the outside from boot top to bottom of heel
 - 2.2.8.2 Boot is 14" high when measured on the inside from boot top to the insole
 - 2.2.9 Steel Toe: Meets or exceeds ANSI E41-1999 Impact and Compression
 - 2.2.10 Steel Shank: .05" X 1" X 4" triple ribbed
 - 2.2.11 Steel Midsole: one piece flanged, stainless steel
 - 2.2.12 Felt Midsole: 1/2" thick, for warmth and cold protection to the bottom of foot
 - 2.2.13 Insole: Cushion sponge 1/8" thick with material blend cover, removable
 - 2.2.14 Insulation: Polyurethane foam – close cell
 - 2.2.15 Leg Lining: Kevlar/Nomex calendar coated
 - 2.2.16 Toe Lining: Kevlar/Nomex blend, calendar coated
 - 2.2.17 Gum Upper: Rubber formulation that is fire resistant and resists cracking and oxidation
 - 2.2.18 Shin Protector: Knurled yellow rubber (90 gauge)
 - 2.2.19 Outsole: Black high abrasion
 - 2.2.20 Outsole Pattern: Black, heavy trac tread design
 - 2.2.21 Heel: Black-molded rubber
 - 2.2.22 Heel Reinforcement: Cotton/Nylon blend
 - 2.2.23 Toe Tip and Foxing: High abrasion rubber compound

- 2.2.24 Pull-Up Loops
 - 2.2.24.1 Rolled rubber covered with black net
 - 2.2.24.2 Tapered ends inserted between the lining and the boot shaft
- 2.2.25 Bar Coding:
 - 2.2.25.1 Each pair of Norcross Servus boots has a unique barcoded serial number in the right boot to assist in asset tracking. This unique number is also printed in numerical form

3. **HELMET**

- 3.1 Firedome PX Helmets, as manufactured by E.D. Bullard Company, Cynthiana, Kentucky or Committee tested approved equal.
- 3.2 Performance requirements:
 - 3.2.1 NFPA (2000 edition)
 - 3.2.2 US-OSSA (NFPA 1997)
- 3.3 Construction
 - 3.3.1 Thermoplastic outer shell ALTUM (PXA), colors: Black, White, Red and Yellow.
 - 3.3.2 Urethane foam impact liner
 - 3.3.3 Black inner shell
 - 3.3.4 Locking ratchet head band
 - 3.3.5 Leather ratchet cover
 - 3.3.6 Rip stop Nomex ear/neck protector
 - 3.3.7 Six point crown strap assembly
 - 3.3.8 Fire resistant, cotton brow pad
 - 3.3.9 4" optically correct face shield
 - 3.3.10 Nomex chin strap with quick release buckle and postman's slide fastener
- 3.4 Design
 - 3.4.1 Flared, rear-brim design with a length of 14", a width of 10" at the face-shield hardware, a height of 6 7/8"
 - 3.4.2 Edge of outer shell shall have all aluminum; reinforced elastometric edge beading that is secured at the rear of the brim by a stainless steel cup and D-ring fastened by a stainless steel rivet
- 3.5 Reflective Trim
 - 3.5.1 Reflective materials shall be glass bead-based
 - 3.5.2 Vinyl-based reflective materials will not be considered equal
- 3.6 Warranty
 - 3.6.1 Under normal use and service, vendor/manufacturer shall warrant helmet for a period of two years from purchase

4. **BUNKER GEAR**

- 4.1 Morning Pride BPR-4232 Pants Bronze
 - 4.1.1 OPNFPA2007P NFPA 2007 Edition Construction and Labeling. Extend seam guard to 1" above cuff trim and 1" below cuff trim.
 - 4.1.2 BPRPOS42Z BPR - Pants outer shell - Gemini Matrix – EWR – Bronze
 - 4.1.3 BPRPTL3 BPR - Pants thermal liner - 3 layer E89/Nomex Facecloth
 - 4.1.4 BPRPMB2 BPR - Pants moisture barrier - Crosstech/Nomex Facecloth
 - 4.1.5 IPLP Std – Inspectin Port Liner
 - 4.1.6 LBFPF Project Fires Label
 - 4.1.6.1 LBSLP Separate Label
 - 4.1.7 LNDP Std - Liner Detachable
 - 4.1.8 TRCF2-TO 3" Cuff trim - orange 2 Tone Scotchlite
 - 4.1.8.1 TR-CR02 Cuff Trim - Double Stitched
 - 4.1.9 CLNFV2-42Z Narrow 2" Velcro Fly - Gemni Matrix - Bronze. Velcro on closure to start 1.25' from top - no hardware in velcro

- 4.1.10 CFAN-42Z Angled cuff's - pants Gemini Matrix - bronze
- 4.1.11 KNRNC-14K Knees Cushioned - Kevlar/Nomex Khaki
*** Not to be Covered by Bellows Pockets***
- 4.1.12 SATUP2-42Z Take Up Straps 2 Postman - Gemini Matrix - Bronze
- 4.1.13 PKBLP-42Z Bellows Pockets - Pants - Gemini Matrix - Bronze
9" x 9" x 2"
Move 1.5" Toward Front - Use 2" Velcro *** Do Not Cover
Knees***
- 4.1.14 PKBLP-FV Full Velcro - Pockets & Flaps
- 4.1.15 PKDIV-KEV Bellows Pocket Divider - Kevlar.
Divide both Pockets - 3" from Front
- 4.1.16 PKDIV-KEV Bellows Pockets Divider - Kevlar
- 4.1.17 PKRPF-KV Lined with Kevlar
- 4.1.18 DIRTFT DIRTFT

- 4.1.19 HWP04 *** Hardware Note ***
No Suspender Button or Snap on Closure Velcro
- 4.1.20 HWP06 Snap Tabs in Outer Shell to be Matrix
- 4.1.21 SPDB1 Dynaback Suspenders Installed

- 4.2 BPR-4232 Tails Bronze
- 4.2.1 OPNFPA2007 *** NFPA 2007 Edition Construction and Labeling ***
** EXTENDED SEAM GUARD TO COVER BOTH ENDS
OF SPLIT CUFF SEE PICTURE #3 ***
- 4.2.2 BPR-TOS42Z BPR - Tails Outer Shell - Gemini Matrix - EWR Bronze
- 4.2.3 BPR-TTL3 BPR - Tails Thermal Liner - 3 Layer E89/Nomex Facecloth
- 4.2.4 BPR-TMB2 BPR - Tails Moisture Barrier - Crosstech/Nomex Facecloth
- 4.2.5 CFCCS-42Z Std - Coat Cuffs
- 4.2.6 IPLC Std - Inspection Port Liner
- 4.2.7 LBPF Project Fires Label
- 4.2.7.1 LBSLC Separate Label
- 4.2.8 LNDC-42Z Std - Liner Detachable
- 4.2.9 PKTLSTD Std - Liner Label Pocket
- 4.2.10 SATUPST-42Z Std - Take Up Straps 2 Postman
- 4.2.11 TLW Std - Nomex - Tabbed long wristlets
- 4.2.12 RS-RRSAC Articulating Rapid Rescue Strap with New Coat
- 4.2.13 TRPF1- TO Project Fires - 1 trim - Orange 2 - Tone Scotchlite
- 4.2.13.1 TRSSC3-TO Split Cuff Trim - 3" 2-Tone Orange Scotchlite
- 4.2.13.2 TR-DAP01 Trim Dead Air Panels - Cuff Band
- 4.2.13.3 TR-CR04 Double-Stitched Coat Cuff Trim Only
- 4.2.14 LTHEM-42Z Hem Patch-Gemini Matrix-Bronz
FF LAST NAME or 1st INITIAL + LAST NAME - avg. 7 letters
- 4.2.14.1 LT2S07-SO 7-2" sewn letters - orange Scotchlite
- 4.2.15 PTPS4V11 2" x 5" Hook Velcro Sewn to Garment
- on shield
Place on Inside of Shield - Place at level of Trim - Center of
Velcro at Center of Trim 0 Place Vertically
- 4.2.16 PTPS4VH 2" x 5" Hook Velcro Sewn to Garment
- on shield
Place Side by Side with the other 2" x 5" Velcro - Center of
Velcro at Center of Trim
- 4.2.17 CL-NOTE *** Coat Closure Note ***
*** NO HARDWARE IN VELCRO - SEE PICTURE ***

- 4.2.18 CLCH-42Z Chicago Closure - 2" Velcro/Hooks & Dees - Gemini Matrix - Bronze 2" Overlap in Front - Top Snap to be Placed Below Top Hook and Dee - 2nd Snap Placed between 2nd and 3rd Hook and Dee - Bottom snap to be placed above bottom Hook and Dee
- 4.2.19 CC-SA Sliding Anchor for Chinstrap
Anchor to be 3.5" Long & 3/4" Wide
- 4.2.20 CC4C 4" Collar and Chinstrap
- 4.2.21 CCFCC-42Z BPR Non-Foldover Comfort Chinstrap - Gemini Matrix - Bronze Storage Velcro to be 2" x 3.5" - Sewn to Chinstrap Attachment Stitchline - SEE PICTURE
- 4.2.22 LNDAPC Dead Air Panels - Coat
- 4.2.23 CFSHC-42Z Shingle Cuffs - Gemini Matrix - Bronze
- 4.2.24 ELRN-14K Elbows Reinforced - Kevlar/Nomex Khaki
 - 4.2.24.1 ELRN-C Elbows - Cushioned
- 4.2.25 PKFCV-42Z Flashlight Clip w/Velcro on Strap - Gemini Matrix - Bronze – on Shield.
Clip N/N Backed - Bottom of Clip to be 4.5" Above Top of Strap - Strap to be 7" Long - Full Velcro - Place Strap Directly Above chest
Trim Band on Shield Seam - Bartack on Strap to be Between Stitching on the Sewn Edge of Shield ** SEE PICTURE **
- 4.2.26 PKHBLN-42Z Half Hi Bellows Pockets - Gemini Matrix - Bronze
7" x 9" x 1.5"
 - 4.2.26.1 PKRCF-KV Lined with Kevlar
- 4.2.27 PKRD-42Z Radio Pocket - Gemini Matrix - Bronze
– left chest
– 7.5" x 3" x 2"
Align Top of Trim at 3" Below Top of Pocket - Extend Velcro From Top of Pocket to Top of Trim - Use 2" Wide Velcro - Full Vertical Velcro on Flap
- 4.2.28 PKRD-G5 5 Grommets Added to Front of Radio Pocket
Place Grommets in 2 Lines Below Trim - 3 Grommets on 1st Line and 2 Grommets on 2nd Line
- 4.2.29 DIRTFT DIRTFT

5. **HOOD**

- 5.1 All protective hoods must meet NFPA 1971 (1997 edition) or Committee tested approved equal
- 5.2 P84/LENZING FR P84/LENZING, FR 8.203/YD 40/60 double layer
 - 5.2.1 40% - P84, 60% - LENZING FR
- 5.3 Full shoulder, double layer hood w/double layer bib (P849722ES)
 - 5.3.1 20 TPP double layer protection in both the 13" head and 8" bib
 - 5.3.2 Face opening between 4.6 and 5.6 inches in diameter
 - 5.3.3 Face opening maintains the 4.6 and 5.6 inch requirement after 50 donning and doffings
 - 5.3.4 Fabric and seams strength passes burst tests
 - 5.3.5 Labels are fire resistant and pass tough new durability tests
 - 5.3.6 Each hood contains an easy to understand user guide

Measurement and Delivery Locations

Locations

Station #1	1801 Q Street	Lincoln, NE
Station #2	1545 North 33 rd Street	Lincoln ,NE
Station #3	Second and N Street	Lincoln ,NE
Station #4	5600 South 27 th Street	Lincoln ,NE
Station #5	3640 Touzlin	Lincoln ,NE
Station #6	5051 South 58 th Street	Lincoln ,NE
Station #7	1345 South Cotner	Lincoln ,NE
Station #8	2760South 17 th Street	Lincoln ,NE
Station #9	901 North Cotner	Lincoln ,NE
Station #10	1440 Adams	Lincoln ,NE
Station #11	3401 Northwest Luke	Lincoln ,NE
Station #12	2201 South 84 th Street	Lincoln ,NE
Station #13	1700 South Coddington	Lincoln ,NE
Station # 14	5435 Northwest 1st Street	Lincoln ,NE

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**The Annual Requirements for
Fire Fighter Turn-out Gear**

SPECIFICATION 07-221

Contractor:

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2007, by and between _____ hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

_____ and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract.
The completion shall be _____.

GUARANTEE:

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions for a Commodity Term Contract

C O N T R A C T A G R E E M E N T

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Executive or No. _____
dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Name of Corporation

Secretary (SEAL)

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature