

INVITATION TO BID

ITB # 4277

PERSONAL PROTECTIVE FIREFIGHTING TURNOUT GEAR



Due Date: Tuesday, April 9th, 2013

Issued By:
City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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ADVERTISEMENT TO BID
CITY OF ANN ARBOR
FIRE DEPARTMENT PERSONAL PROTECTIVE FIREFIGHTING TURNOUT GEAR
ITB # 4277

Sealed Bids will be received by the City of Ann Arbor Procurement Unit, Fifth (5th) Floor, Guy Larcom City Hall, on or before Tuesday, April 9th, 2013 by 10:00 AM for the purchase of Fire Department Personal Protective Firefighting Turnout Gear.

Winning vendor will supply personal protective turnout gear as specified in this document on a needed basis to the City of Ann Arbor Fire Department. Bid prices submitted by the successful bidder should remain firm for the length of a three (3) year contract from date of award. The contract may be renewed for an additional two years at the same terms and conditions of the original contract.

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice.

Bid documents and addendum shall be downloaded by bidders at either of the following web sites, Michigan Inter-governmental Trade Network (MITN) www.mitn.info or City of Ann Arbor web site www.A2gov.org. It is the bidder's responsibility to verify they have obtained all information before submitting a bid.

Each Bid shall be accompanied by a certified check, or Bid Bond by a recognized surety, in the amount of 5% of the total of the bid price. A Bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

Precondition for entering into a contract with the City of Ann Arbor is compliance with Chapter 112 of Title IX of the Code of the City of Ann Arbor. Further information is outlined in the contract documents.

After the time of opening, no Bid may be withdrawn for a period of sixty (60) days.

Any further information may be obtained from the Ann Arbor Procurement Office at (734) 794-6500.

CITY OF ANN ARBOR PROCUREMENT UNIT

INSTRUCTIONS TO BIDDERS

General

The City of Ann Arbor's Procurement Office is soliciting bids for the purchase of personal protective firefighting turnout gear as specified in this document.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on "Bid Forms" provided with each blank properly filled in. Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. Any deviation from the specification must be fully described, in detail on the Specification Calculation and Explanation Worksheet section of Bid form. . If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on ITB Specifications

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before Friday, April 5th, 2013 by 2:00 p.m. and should be addressed as follows:

Specification questions emailed to etaylor@a2gov.org

Bid Process and HR Compliance questions emailed to klancaster@a2gov.org

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before Tuesday, April 9th, 2013 at 10:00 a.m. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copy in a sealed envelope clearly marked: **ITB-4277 Fire Department Personal Protective Turnout Gear.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit, 5th Floor
301 East Huron Street
P.O. Box 8647
Ann Arbor, MI 48107

Hand-delivered bids should be date/time stamped/signed at the address above in order to be considered. Normal business hours are 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines that circumstances warrant it.

Award

The City intends to award a three year contract to the lowest responsible Bidder who meets the requirements specified in this document. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder.

Previous experience and performance will be a factor in making the award. References shall be provided by bidder in bid form.

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

The successful bidder's prices will remain firm through the length of a three year contract as designated within these bid specifications. Prices shall be stated in units of quantity specified in the bid document.

Samples of articles, when required, shall be furnished free of cost, of any sort, to the City of Ann Arbor. Samples of articles selected may be retained for future comparison. Samples that are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at your expense.

Official Documents

The City of Ann Arbor shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Specification and Explanation Worksheet" section of Bid form.

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not considered Official copies. Only those Bidders who obtain bid documents from MITN system are guaranteed access to receive addendum information if any issued. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Human Rights Information

Bidders are required to comply with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) and Section 9:161 of the Ann Arbor City Code. To establish compliance with this Ordinance, the Bidder should complete and return with its bid completed copies of the Human Rights Division Contract Compliance Forms or an acceptable equivalent. In the event the Human Rights forms are not submitted with the bid, the bidder will have 24 hours to provide them once requested by the City.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

All information in a submitter's bid is subjected to disclosure under the provisions of Public Act No. 442 of 1976 know as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted under the Freedom of Information Act.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The vendor must clearly state the reasons for the protest. If a vendor contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the vendor to the Purchasing Agent. The Purchasing Agent will provide the vendor with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee who's decision shall be final.

Errors, Omissions, Discrepancies

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of Ellen Taylor, Assistant Fire Chief – Fire Department Unit, at etaylor@a2gov.org as soon after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

GUARANTEE, FAILURE TO FULFILL: In the event of the failure of any merchandise within the guarantee period specified in the ITB to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause and justification for rejection of any or all merchandise furnished under bid.

INSPECTION: Any materials, workmanship, or equipment, which may be discovered to be defective within the warranty period, shall be removed and made good by the contractor at their expense regardless of any previous inspection or final acceptance.

If any campaign change made necessary by improper material, improper installation or material or faulty designs, the campaign change shall be made and the cost shall be borne by the manufacturer of the equipment manufacturer.

Reservation of Rights

The City reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice.

INVITATION TO BID

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

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including Advertisement, Human Rights Division Contract Compliance Forms, Instructions to Bidders, Bid Forms, Detailed Specifications, all Addenda, and understands them. The Bidder also declares that it has extensive experience in supplying personal protective firefighting turnout gear.

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

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to supply personal protective firefighting turnout gear following the specification included herein for the amounts set forth in the Bid Forms.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement without prior notice.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor a binding contract will be in effect for the delivery of the goods in accordance with the bid.

SIGNED THIS _____ DAY OF _____, 2013.

Bidder's Name

Official Address

Telephone Number

Authorized Signature of Bidder

(Print Name of Signer Above)

LEGAL STATUS OF BIDDER

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

Bidder declares that it is:

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

* A partnership, list all members and the street and mailing address of each:

Also identify the County and State where partnership papers are filed:

County of _____, State of _____

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

BID FORM Schedule of Prices

The undersigned hereby declares that the instructions and specifications have been carefully examined and that PERSONAL PROTECTIVE FIREFIGHTING TURNOUT GEAR will be furnished for the prices set forth in this bid. It is understood and agreed that the instructions, specifications, compliance questions, answers, and additional responses are an integral part of the bid submission from the undersigned (detailed specifications).

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

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

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

Unit Prices must be firm for the entire term of the Contract.

<u>Description</u>			<u>Description</u>		
<u>Quantity - Item</u>		<u>Per Unit Price</u>	<u>Quantity - Item</u>		<u>Per Unit Price</u>
01 to 5 Coats		\$_____	01 to 5 Pants		\$_____
6 to 10 Coats		\$_____	6 to 10 Pants		\$_____
11 to 20 Coats		\$_____	11 to 20 Pants		\$_____
20 to 30 Coats		\$_____	21 to 30 Pants		\$_____
31 to 40 Coats		\$_____	31 to 40 Pants		\$_____

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

Fourth Year _____%

Fifth Year _____%

Delivery time after receipt of PO: _____

Warranty Explanation: _____

How did you receive notification of this bid? _____

How did you obtain the bid specifications? If bid documents were downloaded from a website, please list: _____

|

PLEASE PRINT:

CONTRACTOR NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

CONTRACTOR ADDRESS _____

E-MAIL _____

PHONE _____

WITNESS _____

DATE _____

This form **must** be completed and returned with your bid

BID FORM - REFERENCES

CONTRACTOR TO COMPLETE ALL BLANKS IN THIS DOCUMENT

LIST AT LEAST THREE REFERENCES WITH WHOM YOU HAVE HAD SIMILAR CONTRACTS DURING THE PAST THREE YEARS. THESE REFERENCES MUST BE INCLUDED WITH YOUR BID.

1. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

2. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

3. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

Contractor's Signature _____ Date _____

Company _____

This form must be completed and returned with your bid.

BID FORM DETAILED SPECIFICATIONS

BID PRICING AND DURATION

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

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

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

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

EXTENSION OF BID PRICING TO MITN AGENCIES

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

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

PROTECTIVE FIREFIGHTING TURNOUT GEAR

LEGAL RIGHT TO SPECIFY

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

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

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

PURPOSE AND SCOPE

This specification defines the minimum requirements for structural firefighter personal protective equipment (PPE) providing limited protection as defined by NFPA 1971, *Standard on Protective Ensemble for Structural Fire Fighting*, 2007 Edition. In the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Every exception to specifications must be clearly spelled out at the time of bid.

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

DELIVERY REQUIREMENTS

The successful bidder shall provide new ordered bunker gear within 45 calendar days from the receipt of order, any variations shall be documented and sent to the office of the fire chief for approval on a case by case basis. It is the intent of the City that turnout gear be replaced in a timely fashion to support the operation of the City of Ann Arbor Fire Department.

The Successful bidder shall also provide provisions in their proposal for “Emergency Orders” of bunker gear to be delivered within 14 days of receipt of order and measurement (if needed).

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

UNITS OF MEASURE

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

CERTIFICATION

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

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

Manufacturer must provide, on request, third party certification of the required interface blood borne pathogen resistant capability.

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

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

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

WARRANTY

The manufacturer must provide a lifetime warranty against defects in materials and workmanship with the bid package. A detailed statement of warranty shall be provided in writing upon submission of bid to include length and materials covered as well as the location of repair facility and the method for submission of repair work. A warranty statement shall be provided with the completed bid, specific to your bid proposal. NO EXCEPTIONS

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

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

TECHNICAL BULLETIN NOTIFICATION

The manufacturer shall notify the City of Ann Arbor Fire Department of any technical bulletins, warnings or product recalls associated with the gear ordered for a period of 10 years from the date of gear manufacturing.

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

PRODUCT COUNTRY OF ORIGIN

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

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

LABELING REQUIREMENTS

Labels shall be permanently and integrally printed onto breathable materials that meet all the requirements for labels of NFPA 1971. Garment labels shall meet all requirements of NFPA 1971 Flame Resistance Test One (for vertical flame resistance of cloth). The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. In addition, each separable layer of garment shall be labeled with the FEMSA-style DANGER label in an obvious location.

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

CARE INSTRUCTIONS

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

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

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

The Bidder shall provide training to fire department personnel on the proper inspection and maintenance of the proposed turnout gear. The training will be coordinated with the City of Ann Arbor Fire Department Fire Training Division and geared towards a select group of employees who will perform annual inspections

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

TRACEABILITY PROGRAM

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

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

PATENT CONSIDERATIONS

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

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

SIZING

To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the manufacturer and the department. The vendor shall provide measurement of personnel no longer than (7) seven days of receipt of order.

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

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

FLAMMABILITY OF CONSITUENT MATERIALS

Labels, bindings, hang-up loops and production labels shall be tested for flame resistance and shall comply with the requirements of NFPA 1971 Flame Resistance Test One (for vertical flammability of cloth).

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

SELF-BINDING

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

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

THREAD

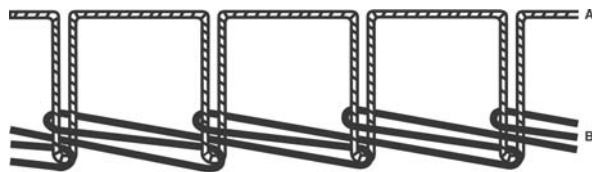
All thread used in structural seams shall be Nomex® of minimum Tex size T-70. Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan or bronze colored garments shall feature tan thread.

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

STITCH METHODS

MAJOR A & B SEAMS

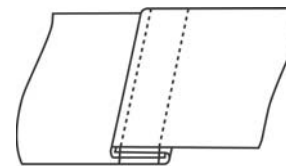
Except for the collar Major A seam, which is single-needle lock stitched three times, all Major A & B seams (as defined by NFPA 1971) shall be double stitched, double feld throughout all three layers (outer shell, moisture barrier and thermal liner), and shall be made with Nomex® thread, Tex size T-90. Detailed stitch and seam type requirements are shown below.



Stitch Type 401

Stitch Type 401

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



Seam Type LSc-2 (Modified)

Modified Seam Type LSc-2

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

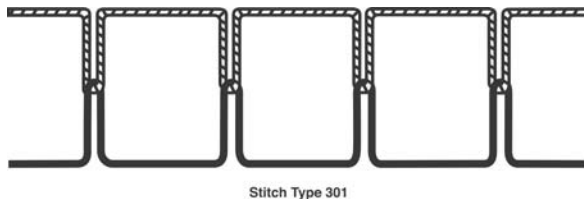
Also, all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell:	Yes _____	No _____
For Thermal Lining:	Yes _____	No _____
For Moisture Barrier:	Yes _____	No _____

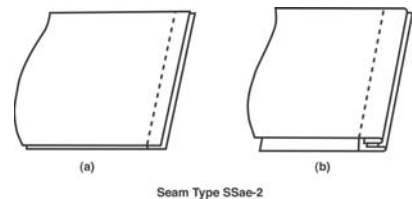
MINOR SEAMS

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



Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



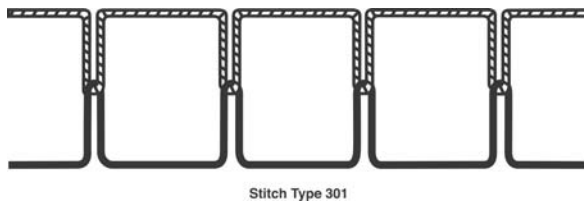
Seam Type SSae-2

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

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

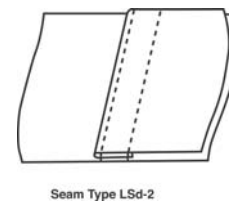
POCKETS

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



Stitch Type 301

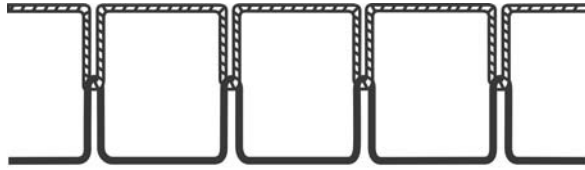
Lockstitch as defined by ASTM D 6193-97



Seam Type LSd-2

As defined by ASTM D 6193-97

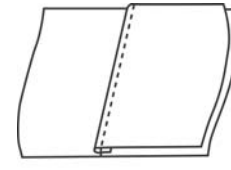
3-Dimensional pocketing shall feature these same construction details, but the reinforced single stitch Seam Type LSd-1 may be substituted for LSd-2. Detailed seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Seam Type LSd-1

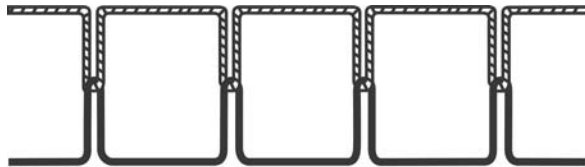
Seam Type LSd-1

As defined by ASTM D 6193-97

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

TRIM AND DANGER LABELS

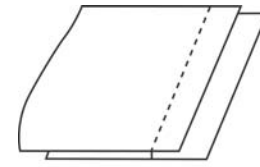
Trim and DANGER labels shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Seam Type SSbd-1

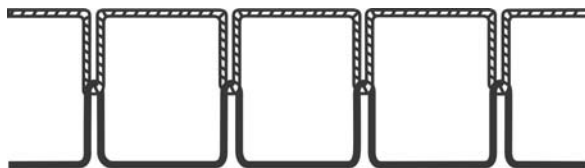
Seam Type SSbd-1

As defined by ASTM D 6193-97

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

SINGLE LAYER HEMMING AND FINISHING

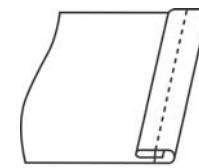
Single layer hemming and finishing shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97



Stitch Type EFb-1

Seam Type EFb-1

As defined by ASTM D 6193-97

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

POCKETS

If exterior pockets are specified in either the COAT CUSTOM OPTIONS TO BE PROVIDED section or in the PANT CUSTOM OPTIONS TO BE PROVIDED section, the following requirements shall apply to all such custom option specified exterior pockets:

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

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

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

All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order.

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

TAILORED GRADING OF GARMENT LININGS

Wherever garment linings are specified, including but not limited to thermal linings and moisture barriers, each such lining layer shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

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

POINTS OF STRESS

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

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

HIGH TEMPERATURE, NFPA 1971-CERTIFIED MATERIAL REINFORCEMENTS

Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971.

For cuff reinforcements only: Manufacturer shall provide cuff reinforcements made of outer shell material at no additional cost. If the purchaser specifies reinforcements made of materials other than outer shell material, the manufacturer shall identify the additional cost for the specified material.

For pocket reinforcements only: Any NFPA 1971-certified material may be used in the reinforcement of the pocket. If the purchaser requests specific NFPA 1971-certified materials for pocket reinforcements, the manufacturer shall identify the additional cost for the specified material.

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

ASSET TRACKING SERVICES

Upon request, the manufacturer shall be capable of providing a Windows-compatible software program for the tracking of care, cleaning and maintenance of the department's PPE.

This tracking program shall meet or exceed all record-keeping requirements of standard NFPA 1851, *Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles*, 2001 Edition

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

The manufacturer must be capable of providing onsite or internet training to department personnel who are involved with the daily use of this tracking program, and if there is an additional cost involved for this service, the Bidder must disclose those costs at the time of bid.

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

REPAIRS AND ALTERATION SUPPORT

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

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

HIGH TEMPERATURES THERMAL INSULATING MATERIALS REQUIREMENT

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

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

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

BREATHABILITY REQUIREMENT

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

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

Areas where non-breathability is allowed (absent Custom Option specifications): trim, hook and loop fastening, hardware or hardware backing, and external pocketing.

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

CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

Using breathable materials as outlined in the section titled Breathable Materials, there shall be a minimum area of 4" x 4" (10.2 cm x 10.2 cm) at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi, and a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provide 25 CCHR at 8 psi. All three compression areas shall be constructed of high temperature fiber based materials and sewn to the thermal liner on the inside of the liner toward the moisture barrier.

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

SEAM PROTECTION AT CUFFS

At the coat and pant cuff Major A seams, the reflective trim shall stop just before the folding of the full fold seam and for additional abrasion protection be covered by a sewn on, 0.75" (1.91 cm) wide black Nomex webbing material laid on top of the Major A seam and covering each end of the trim.

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

APPLICABLE DOCUMENTS

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

<u>STANDARD</u>	<u>TITLE</u>
ASTM D 6193-97	Standard Practice for Stitches and Seams
NFPA 1500, 2002 Edition	Standard on Fire Department Occupational Safety and Health Program
NFPA 1851, 2001 Edition	Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles
NFPA 1971, 2007 Edition	Standard on Protective Ensemble for Structural Fire Fighting

Does Your Bid Comply With All Aspects Of This Section?

Yes _____ No _____

COAT SPECIFICATIONS

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

DESIGN CONCEPT (STYLING)

The coat shall be approximately 6 inches (15.2 cm) longer at the rear hem than at the front and provide continuous and unbroken moisture barrier and thermal liner protection from the collar seam to the hem at the bottom of the coat tail. Each coat length shall be determined by each individual's torso length and the coat-to-pant interface as defined by NFPA 1500. Coat design must interface properly with standard waist high bunker pants.

Does Your Bid Comply With All Aspects Of This Section?

Yes _____ No _____

PATTERNING CONCEPT

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

Does Your Bid Comply With All Aspects Of This Section?

Yes _____ No _____

PATTERNING REQUIREMENTS

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

- Degree of slope on shoulders shall be no more than 20%.
- Hydraulic Butterfly sleeve patterning with 85-degree Lift Up Release Action shall be provided to minimize coat hem rise.
- Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
- Coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments.
- Shell-and-liner retraction at the cuff shall not exceed 1 inch (2.5 cm) when both arms are raised overhead. This helps eliminate wrist exposure.
- 10-inch (25.4-cm) chest over-sizing shall be provided.
- Coat sweep measurements must be consistent with the chest over-size at the hem.
- Reach when measured from cuff to cuff, with coat lying flat, and standard length sleeves extended to each side, shall be provided as detailed below.

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

Does Your Bid Comply With All Aspects Of This Section?

Yes _____ No _____

DRAG RESCUE DEVICE (DRD)

Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat. The device shall be designed to fit each individual chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap.

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

The device shall be constructed using two components: a 1.75" (4.45 cm) Kevlar webbing grab handle; and a free-floating loop of Kevlar rope to go around each of the wearer's arms/shoulder. The grab handle shall be positioned at the rear of the upper torso and through the grab handle.

The grab loop shall extend upward and pass through a reinforced slot in the coat outer shell just below the center rear of the collar seam where it will exit the outer shell where it will be covered by an outer shell tunnel. The protruding grab loop shall then fold back down over the top of the tunnel and be stowed by Velcro with the pile sewn for the width of the tunnel and the hook sewn on the grab loop. There shall then be an outer shell flap sewn below the collar that will fold down over the stored grab loop and held in place with Velcro to reduce the chances of snagging the grab loop by accident.

To facilitate comfort and safety the Grab Handle shall be constructed of soft and pliable Kevlar webbing meeting the following specifications:

Description	100% Kevlar Double Plain Weave - Black with Natural Kevlar Center
Warp Yarn	1500/1000/2.75z Kevlar T-970F Black 1500/1000/2.75z Kevlar T-961 Natural
Weft Yarn	1500/1000/2.75z Kevlar T-970F Black
Catch cord	Tex size T-50 3-Ply/9.5z Bonded Kevlar Sewing Thread Black
Width	1.75" (4.45 dm)
Thickness	0.064" ± 0.010" (.163 cm ± .0254 cm)
Tensile	5,000 lb minimum (22.24 kN)

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

Description	100% Kevlar Tubular Plain Weave - Natural
Warp Yarn	1500/1000/2.75z Kevlar T-961 Natural
Weft Yarn	1500/1000/2.75z Kevlar T-961 Natural
Catch cord	Tex size T-35 Crispin Kevlar thread
Width	.038" (.097 cm)
Thickness	0.144" ± 0.005" (.366 cm ± .013 cm)
Tensile	3500 lb minimum (15.57 kN)

Rescue Strap shall be sewn with Kevlar thread with a minimum Tex size T-210

Does Your Bid Comply With All Aspects Of This Section?

Yes _____ No _____

LINER ATTACHMENT

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

Liner sleeves shall be attached at the outer shell cuff by means of snaps on two (2) sets of outer shell fabric tabbing strips per cuff. These snaps shall be isolated by the tabbing material so that they will not abrade against the outer shell.

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

The liner system design shall not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs would not be acceptable.

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

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

COAT CERTIFICATION LABEL ON LINER

The coat certification label on the liner shall be integrally printed on FR Cotton Indura® and lockstitched to the inside right body panel in a fashion to provide an inside liner pocket.

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

COAT CERTIFICATION LABEL ON SHELL

The coat certification label on the shell shall be integrally printed on FR Cotton Indura® and lockstitched to the shell along one side of the label at the back of coat.

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

COLLAR

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

There shall be no vertical or horizontal seams or stitching in the body of the collar. Left outside of collar shall have a sewn piece of 2-inch x 2-inch (5.0-cm x 5.0-cm) hook and loop fastener hook tape for chinstrap-to-collar closure. Each collar shall be graded to individual coat sizes.

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

CHIN STRAP

The chinstrap shall be of layered construction identical to that of the collar configuration described in the previous paragraphs. Chinstrap shall be of a crescent shaped design with minimum dimensions of, + or – 0.50 inch (1.2 cm): 9 inches (22.5 cm) long across the top corners, 10.5 inches (26 cm) long across the bottom corners, and 3.5 inches (8.75 cm) in vertical height, measured at the center. The leading underside edge of the chinstrap shall have a 1.5-inch-wide (3.8 cm-wide) horizontal strip of hook and loop fastener pile to ensure closure and to ensure passage of the Whole Garment Liquid Penetration Test.

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

HANG-UP LOOP

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

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

SLEEVES

To prevent stovepiping, sleeves shall be individually graded by coat size and sleeve length. For maximum freedom, sleeve design shall feature extra full cut one-piece outer shell set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major A seam shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double fold and double stitched for maximum strength (that is, Major A seam requirement, as previously defined in this specification).

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

INNER WRISTLET & WATERWELL

Every coat shall feature 4.5-inch (11.4-cm) long, double-layer 100% Nomex knit inner wristlets protected by a flame-resistant and moisture-resistant waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). A specified moisture barrier waterwell with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/ thermal liner sleeve end. This waterwell must pass the NFPA 1971 Whole Garment Liquid Penetration Test. The thermal liner/wristlet shall be

bar tacked and seam sealed at the junction of the moisture barrier sleeve to waterwell seam to prevent liner pullout. This inner waterwell assembly shall be interface capable with the appropriate glove to provide wrist protection during the NFPA 1971 Whole Garment Liquid Penetration Test.

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

EXTERNAL WRISTLET

Every coat shall feature a 2.5-inch (6.4 cm) long 100% Nomex knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.

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

FRONT CLOSURE PROTECTIVE OVERLAP

Two-inch-wide (5.1 cm-wide) panels of breathable moisture/ pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials.

The inside trailing edge of each 2-inch-wide (5.1-cm-wide) inner panel shall have the breathable moisture/ pathogen material wrapped around the edge by 0.5 inch (1.3 cm) to create an anti-wick guard to prevent soakthrough during the required NFPA 1971 Whole Garment Liquid Penetration Test. An additional layer of 6-inch-wide (15.2-cm-wide) breathable moisture/ pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

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

COMPOSITE MATERIALS

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

OUTER SHELL

7.0 oz.; Kevlar/Nomex ripstop weave; 40% Nomex/60% Kevlar; EWR - Khaki

THERMAL LINING

7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89

MOISTURE BARRIER

Crosstech Type 2F

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell: Yes _____ No _____
For Thermal Lining: Yes _____ No _____

For Moisture Barrier: Yes _____ No _____

COAT CUSTOM OPTIONS TO BE PROVIDED

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

- Iron On Label with Fire Fighter Name
- Articulating Positive Closure RRS w/ Rolled Hand Hold - New Coat
- Trim- Projects Fire 1 -Lime 2-Tone Scotchlite
- Back Patch -Kevlar/Nomex EWR Khaki
 - <ANN ARBOR>
 - <F. D. >
- 2 Sewn Periods
- 10 -3" sewn letters -lime Scotchlite
- Hem Patch -Kevlar/Nomex EWR Black
- FF LAST NAME Only (1st INITIAL only when specified) - avg. 7 letters -Ok to use 2" letters to fit7 -3" sewn letters -lime Scotchlite
- Integral Customization - left sleeve
- Ann Arbor Fire Department Patch2" Velcro/Zipper Coat Closure -Kevlar/Nomex EWR Khaki
- Split Velcro On Closure for Positive Closure RRS
- pull tab -Arashield Black
- LTO-Comfort Chinstrap -Kevlar/Nomex EWR Khaki
- Black Knit Material on Chinstrap
- Dead Air Panels - Coat
- D-Ring on a Patch -Kevlar/Nomex EWR Khaki - left side
- place directly above hem trim band between shield and half hi bellows pocketHalf Hi Bellows Pockets -Kevlar/Nomex EWR Khaki - 7" x 9" x 1.5"
- Full Kevlar Lined
- Handwarmers behind Bellows Pockets -Fleece
- Mic Tab -Kevlar/Nomex EWR Khaki - right chest - 0.5" X 2.5"
- 3" Above Radio PocketMic Tab -Kevlar/Nomex EWR Khaki - right collar -top side - 0.5" x 2.5"
- Mic Tab -Kevlar/Nomex EWR Khaki - right collar -underside - 0.5" x 2.5"
- Notebook Pocket -Kevlar/Nomex EWR Khaki - on liner - 4" X 4"
- place on left chestNotebook Pocket -Kevlar/Nomex EWR Khaki - right sleeve - 4" X 5.25"
- Full Velcro - right sleeve
- Radio Pocket -Kevlar/Nomex EWR Khaki - right chest - 8 x 3 x 2
- Notch Flap -Left - right chest
- Notch Flap -Right - right chest
- SL-90 Flashlight Clip -Kevlar/Nomex EWR Khaki - left chest
- Undershield Pockets -1 w/ zipper -Kevlar/Nomex EWR Khaki
- Placement May VarySub Wristlets- Long with tabs -Nomex black

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

PANT SPECIFICATIONS

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

DESIGN CONCEPT (STYLING)

The pant shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist-high pants shall not be considered acceptable or “equal,” since additional trunk wrapping traps heat and moisture, increasing heat stress buildup while also creating mechanical resistance when covering the natural torso flexion point of the waist.

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

PATTERNING CONCEPT

Garments shall feature a tailored four-piece outer shell with a two-piece moisture barrier and lining. A pant with a four-piece moisture barrier and thermal liner shall be provided, at no additional charge, when and if an individual’s tailoring needs require it.

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

PATTERNING REQUIREMENTS

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

- incorporate hydraulic, swivel action leg-to-torso interfaces.
- incorporate an oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no “in-crotch” seaming.
- meet individual tailoring needs, and offer superior functionality. Diamond shall extend from just above the left knee to just above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately 4 inches (10.2 cm), graded to size.
- ensure that pants rest in normal body line balance of 22 inches (55.9 cm) center distance at the cuff.

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

REINFORCED CUSHIONED KNEE

The cushioning for the Knee reinforcement if required, and the thermal pad sewn to the internal side of the thermal liner assembly, shall provide a minimum of 25 CCHR and be comprised of breathable, fiber based materials.

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

SUSPENDER BUTTONS

Eight (8) heavy duty, rust-resistant suspender buttons shall be positioned around the waist. Suspender buttons shall be mounted through waistband of triple layer outer shell material that is internally reinforced with an additional band of coated needlepunch aramid.

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

LINER ATTACHMENT

The moisture barrier and thermal liner assembly shall be attached to the outer shell at the cuff by means of two (2) Nomex® webbing snap assemblies per leg, and to the waistband, at the waist, with seven (7) evenly-spaced glove snaps.

The liner system design shall not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs would not be acceptable.

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

PANT CERTIFICATION LABEL ON LINER

The pant certification label on the liner shall be integrally printed on FR Cotton Indura and lockstitched to the inner left hip area.

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

PANT CERTIFICATION LABEL ON SHELL

The pant certification label on the shell shall be integrally printed on FR Cotton Indura and lockstitched at the top rear of the waist, at the inside.

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

FLY FRONT

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

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

COMPOSITE MATERIALS

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

OUTER SHELL

7.0 oz.; Kevlar/Nomex ripstop weave; 40% Nomex/60% Kevlar; EWR - Khaki

THERMAL LINING

7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89

MOISTURE BARRIER

CROSSTECH TYPE 2F

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell: Yes _____ No _____
For Thermal Lining: Yes _____ No _____
For Moisture Barrier: Yes _____ No _____

PANT CUSTOM OPTIONS TO BE PROVIDED

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

- Trim- 3" Cuff -Lime 2-Tone Scotchlite
- Narrow 2" Velcro/Zipper Fly No Hook- Full Access Opening
- Angled Cuffs -Pants -Arashield Black
- Angled Cuffs -Pants -Double-stitched
- Pants Cuffs -Arashield Black
- Pants Cuffs -4 Rows of Stitching
- Crotch Band - All 3 Layers -Kevlar/Nomex OS Khaki
- BiFlex Heat Channel Knees - Kevlar/Nomex EWR Khaki
- Horizontal Strips in BiFlex knee to be Arashield Black
- Bellows Pocket -1 -Pants -Kevlar/Nomex EWR Khaki - right Leg - 9" x 9" x 1.5"
- Make Flap 2" Longer than Standard - Fully Kevlar Line Both Bellows Pockets -Bartack all 4 corners of both bellows pocketsE Z Grip Flaps - Kevlar/Nomex EWR Khaki - right Leg
- Bellows Pocket -1 -Pants -Kevlar/Nomex EWR Khaki - Left Leg - 9" x 9" x 2.5"
- EZ Grip Flap On Both Bellows Pockets2" Velcro on Bellows Pockets & Flaps - Left Leg
- Left Pocket OnlyBartack All 4 Corners of Bellows Pockets - Left Leg
- Full Kevlar Lined - Left Leg
- Tool Divider -Pants -Kevlar - Left Leg
- 6" High - Place Inside Left Bellows Pocket at Bottom - On Pant Portion NOT on Pocket - Divide into 2 Equal CompartmentsD-Ring on a Patch -Kevlar/Nomex EWR Khaki - Near Left Bellows Pocket
- Aligned with top of bellows pocket flap - Place 1" over from pocket towards frontPencil Pocket -Pants -Kevlar - inside left bellows pocket-pant - 6" x 3"
- Place Centered at Bottom of Tool Pocket DividerSnap Style Suspender Attachment
- Rt over Lft Spider Harness Pant Opening w/Kev Reinforced Crotch
- Rt/Lft Spider Harness Model G *NOT AVAIL w/30" Waist**
- Dyna-Fit Suspenders w Snap Attach and Quick Adjust Installed
- Suspender Padding

Does Your Bid Comply With All Aspects Of This Section?

Yes _____ No _____

SPECIFICATION AND EXPLANATION WORKSHEET

	Total Number "Yes/No" Questions		
	Total Number of Yes Answers		
	Total Number of No Answers		
% Specification Compliance: $[(\text{Total Yes Answers}) \div (\text{Total Answers})] \times 100\%$			%
Each "No" answer requires a full written explanation. Each "Yes/No" question not checked where provided will be considered a "No" answer.			

Explanation or Alternate of a "No" Answer to specification(s).

Add Additional Attachments if Needed.

APPENDIX A - CONTRACT COMPLIANCE FORMS

City of Ann Arbor Procurement Office INSTRUCTIONS FOR CONTRACTORS

For Completing CONTRACT COMPLIANCE FORM

City Policy

The “non discrimination in contracts” provision of the City Code, (Chapter 112, Section 9:161) requires contractors/vendors/grantees doing business with the City not to discriminate on the basis of actual or perceived race, color, religion, national origin, sex, age, condition of pregnancy, marital status, physical or mental limitations, source of income, family responsibilities, educational association, sexual orientation, gender identity or HIV status against any of their employees, any City employee working with them, or any applicant for employment. It also requires that the contractors/vendors/grantees include a similar provision in all subcontracts that they execute for City work or programs.

This Ordinance further requires that each prospective contractor/vendor submit employment data to the City showing current total employee breakdown by occupation, race and gender. This allows the Human Rights Office to determine whether or not the contractor/vendor has a workforce that is reflective of the availability of women and under-represented minorities within the contractor’s labor recruitment area (the area where they can reasonably be expected to recruit employees). ***This data is provided to the City on the Human Rights Contract Compliance Forms (attached).***

To complete the form:

- 1) **If a company has more than one location, then that company must complete 2 versions of the form.**
 - **Form #1** should contain the employment data for the **entire corporation.**
 - **Form #2** should contain the employment data for those employees:
 - who will be working on-site;
 - in the office responsible for completing the contract; or,
 - in the case of non-profit grantees, those employees working on the project funded by the City grant(s).
- 2) If the company has only one location, fill out Form #1 only.
- 3) Complete all data in the upper section of the form including the name of the person who completes the form and the name of the company/organization’s president.
- 4) Complete the Employment Data in the remainder of the form. Please be sure to complete all columns including the Total Columns on the far right side of the form, and the Total row and Previous Year Total row at the bottom of the form.
- 5) Return the completed form(s) to your contact in the City Department for whom you will be conducting the work.

For assistance in completing the form, contact:
Procurement Office of the City of Ann Arbor
(734) 794-6500

If a contractor is determined to be out of compliance, the Procurement Office will work with them to assist them in coming into compliance

CITY OF ANN ARBOR HUMAN RIGHTS OFFICE *Form #1*

CONTRACT COMPLIANCE FORM

Entire Organization (Totals for All Locations where applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						TOTAL COLUMNS A-L
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

**CITY OF ANN ARBOR HUMAN RIGHTS OFFICE
CONTRACT COMPLIANCE FORM**

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization _____ Date Form Completed _____

Name and Title of Person Completing this Form _____ Name of President _____

Address _____ County _____ Phone # _____
 (Street address) (City) (State) (Zip) (Area Code)

Fax# _____ Email Address _____
 (Area Code)

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												TOTAL COLUMNS A-L
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic LatinO	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	
A	B	C	D	E	F	G	H	I	J	K	L		
Exec/Sr. Level Officials													
Supervisors													
Professionals													
Technicians													
Sales													
Admin. Support													
Craftspeople													
Operatives													
Service Workers													
Laborers/Helper													
Apprentices													
Other													
TOTAL													
PREVIOUS YEAR TOTAL													

APPENDIX B

SERVICE AGREEMENT BETWEEN

_____XXXXXXXXXXXXXXXXXX_____
AND
CITY OF ANN ARBOR

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48104 ("CITY") and,

, _____ a _____, having its offices at
("CONTRACTOR"), _____ Type of Business
_____ agree as follows on this ___ day of _____, 2013.
Address

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means the _____.

Contract Administrator means the _____, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit

Project means _____.

II. DURATION

This Agreement shall become effective on _____, 2013, and shall remain in effect until satisfactory performance of all services or _____, whichever occurs first, unless terminated for breach or as provided in this agreement.

III. SERVICES

A. General Scope: The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the Project in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

- Contract and Exhibits
- Bid No.4281 and Addenda (if applicable)
- Bid Proposal of Contractor, dated _____

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Project. Materials or work described in words that so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed above in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

- B. Quality of Services: The Contractor's standard of service under this agreement shall be of the level of quality performed by businesses regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. Compliance with Applicable Law: The Contractor shall perform its services under this Agreement in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. Location: The Contractor shall provide all of these services at the locations specified in Bid No. 4281.
- E. Reports/Surveys: The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent contractor or when it has actual notice of any defects in the reports and surveys.

IV. RELATIONSHIP OF PARTIES

- A. The parties to this agreement agree that it is not a contract of employment but is a contract to accomplish a specific result. Contractor is an independent contractor performing services for the City. Nothing contained in this agreement shall be deemed to constitute any other relationship between the City and the Contractor.
- B. The Contractor certifies that it has no personal or financial interest in the project other than the fee it is to receive under this agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of services under this agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this agreement.
- C. Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.
- D. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

V. COMPENSATION OF CONTRACTOR

The Contractor shall be paid on the basis of the bid price in the manner set forth in the Bid 4281. The total fee to be paid the Contractor for the services shall not exceed (\$_____). Payment shall be made within 30 days of acceptance of the work by the Contract Administrator. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Contractor may be entitled.

VI. INSURANCE; INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as

will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this Contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

1. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit

2. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.

\$2,000,000 Per Job General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products and Completed Operations Aggregate

3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
4. Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

B. Insurance required under VI.A.2 and A.3 of this Contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

C. In the case of all Contracts involving on-site work, the Contractor shall provide to the City before the commencement of any work under this Contract documentation demonstrating it has obtained the above mentioned policies. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any

deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.

D. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.

E. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this contract, by the Contractor or anyone acting on the Contractor's behalf under this contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City's sole negligence.

7. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act MCL 37.2209). The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity

B. Wages: Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen, mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section." Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

Further, to the extent that any employees of the Contractor providing services under this contract are not part of the class of craftsmen, mechanics and laborers who receive a prevailing wage in conformance with Section 1:319 of Chapter 14 of Title I of the Code of the City of Ann Arbor, the Contractor agrees to conform to Chapter 23, Living Wage, of Title I of the Code of the City of Ann Arbor, as amended. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code; to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this agreement are working; to maintain records of compliance; if requested by the City, to provide

documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY CONTRACTOR

- A. The Contractor warrants that the quality of its services under this agreement shall conform to the level of quality performed by businesses regularly rendering this type of service. The Contractor warrants that the work performed shall be free of defects and guaranteed for a period of one year.
- B. The Contractor warrants that it has all the skills and experience necessary to perform the services it is to provide pursuant to this agreement. Further that it has available, or will engage, at its own expense, sufficient trained employees or subcontractors to provide the services specified in this Agreement.
- C. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

IX. TERMINATION OF AGREEMENT; RIGHTS ON TERMINATION

- A. This agreement may be terminated by either party in the case of a breach of this agreement by the other party, if the breaching party has not corrected the breach within 15 days after notice of termination is given in conformance with the terms of this agreement. Breach under this terms of this Agreement shall include but not be limited to the failure to deliver service on time, poor quality materials or workmanship, failure to follow specifications identified in Article III above, or the unauthorized substitution of articles other than those quoted and specified in the bid documents.
- B. The City may terminate this Agreement, on at least ten (10) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to the Contractor except the obligation to pay for services actually performed under the Agreement.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

X. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to staff and City owned properties as required to perform the necessary services under the agreement.

- B. The City shall notify the Contractor of any defects in the services of which the City has actual notice.

XI. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of the services without prior written consent to such action by the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under the agreement to third parties.

XII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
301 E. Huron St.
Ann Arbor, MI 48107-8647
Attn:

XIII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

XIV. CHOICE OF LAW

This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. EXTENT OF AGREEMENT

This agreement represents the entire understanding between the City and the Contractor and it supersedes all prior representations or agreements whether written or oral. Neither party has relied on any prior representations in entering into this agreement.

This agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

FOR CONTRACTOR

By _____
Authorized Representative

FOR THE CITY OF ANN ARBOR

By _____
John Hieftje, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Steven D. Powers, City Administrator

Craig Hupy
Public Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney