

City Council Agenda Items  
and  
Contracts, Leases or Agreements

February 21, 2012

City Council Meeting Date  
Agenda Items Only

David Dayringer  
Submitted By

Fire  
Division

Fire  
Department

Action Required:

An amendment to Ordinance 5294 to approve the purchase of replacement bunker gear from Wayest Safety, Inc. for the Fayetteville Fire Department, on an as needed basis throughout the life of the current contract which expires on November 14, 2014.

Cost of this request	\$ 359,643.00	Services and Charges
1010.3020.5302.00	\$ 18,818.00	Fire Operations
Account Number	Funds Used to Date	Program Category / Project Name
Project Number	\$ 340,825.00	General
	Remaining Balance	Fund Name

Budgeted Item

Budget Adjustment Attached

*[Signature]*  
Department Director      1-26-12  
Date

Previous Ordinance or Resolution #      5294

*[Signature]*  
City Attorney      1-27-12  
Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Paul a. Bunk  
Finance and Internal Services Director      1-27-2012  
Date

Received in City Clerk's Office 01-27-12 A09:20 RCVD  
*Kim G.*

*[Signature]*  
Chief of Staff      1-27-12  
Date

Received in Mayor's Office  
ENTERED  
1-27-12 BB

*[Signature]*  
Mayor      1/27/12  
Date

Comments:



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## CITY COUNCIL AGENDA MEMO

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**To:** Mayor and City Council

**From:** David Dayringer, Fire Chief *DP*

**Date:** February 21, 2012

**Subject:** An amendment to Ordinance 5294 to approve the purchase of replacement bunker gear from Wayest Safety, Inc. for the Fayetteville Fire Department, on an as needed basis throughout the life of the current contract which expires on November 14, 2014.

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### **PROPOSAL:**

Bunker gear consists of the protective clothing worn by firefighters to shield them from heat and abrasive debris during fire suppression and emergency response activities. As this protective gear ages and becomes worn, replacement bunker gear is necessary for the safety of the firefighters.

In 2009 the Fayetteville Fire Department worked with the Springdale and Bentonville Fire Departments to develop a cooperative bunker gear bid. Responses were received from four manufacturers, three of which could not meet the specifications required by the aforementioned fire departments. As a result, the department requested approval to waive the requirements of formal competitive bidding and utilized Wayest Safety, Inc. for 2009 bunker gear replacements.

The Fire Department has utilized Wayest Safety, Inc. for bunker gear for the past several years. This company provides an excellent quality product that has served the department well for quite some time. The gear is durable and custom fitted to the individual firefighter. The bunker gear distributed by Wayest Safety, Inc. has afforded Fayetteville firefighters excellent thermal protection, thus reducing the number and severity of burns sustained by fire personnel. The products offered by Wayest Safety, Inc. meet specifications and allow bunker gear replacements to remain consistent with the existing bunker gear utilized throughout the department.

### **RECOMMENDATION:**

Staff recommends amending Ordinance 5294 to approve the purchase of replacement bunker gear from Wayest Safety, Inc. for the Fayetteville Fire Department, on an as needed basis throughout the life of the current contract which expires on November 14, 2014.

### **BUDGET IMPACT:**

Funds for the purchase of firefighter bunker gear replacements have been budgeted in the department's Annual Budget & Work Program.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING ORDINANCE NO. 5294 WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND WAYEST SAFETY, INC. FOR UNIT PRICES INDICATED TO PROVIDE REPLACEMENT BUNKER GEAR (COAT AND PANTS) TO THE FAYETTEVILLE FIRE DEPARTMENT THROUGH NOVEMBER 14, 2014

**WHEREAS**, the Fayetteville Fire Department is in need of replacement bunker gear (coat and pants) for its firefighters, and;

**WHEREAS**, Wayest Safety, Inc. has previously provided bunker gear to the Fayetteville Fire Department, and;

**WHEREAS**, Morning Pride bunker gear previously supplied by Wayest Safety, Inc. has excellent quality, replaceable components, and has provided excellent thermal protection to Fayetteville firefighters by reducing the instances and severity of burns sustained by firefighters, and;

**WHEREAS**, unit prices for bunker gear are guaranteed through November 14, 2014, and;

**WHEREAS**, competitive bidding for bunker gear meeting the standards of existing city equipment in this exceptional situation is not feasible or practical.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, and therefore waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Wayest Safety, Inc. for unit prices indicated to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department through November 14, 2014.

**PASSED and APPROVED** this 21<sup>st</sup> day of February, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**ORDINANCE NO. 5294**

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND WAYEST IN THE AMOUNT OF \$47,500.00 TO PROVIDE REPLACEMENT BUNKER GEAR (COAT AND PANTS) TO THE FAYETTEVILLE FIRE DEPARTMENT

**WHEREAS**, the Fayetteville Fire Department is in need of replacement bunker gear (coat and pants) for its firefighters, and;

**WHEREAS**, Wayest has previously provided bunker gear to the Fayetteville Fire Department, and;

**WHEREAS**, Morning Pride bunker gear previously supplied by Wayest has excellent quality, replaceable components, and has provided excellent thermal protection to Fayetteville firefighters by reducing the instances and severity of burns sustained by firefighters, and;

**WHEREAS**, competitive bidding for bunker gear meeting the standards of existing city equipment in this exceptional situation is not feasible or practical.

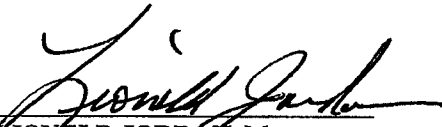
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby waives the requirements of formal competitive bidding and approves a contract between the City of Fayetteville, Arkansas and Wayest in the amount of \$47,500.00 to provide replacement bunker gear (coat and pants) to the Fayetteville Fire Department.

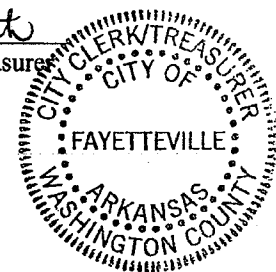
**PASSED and APPROVED** this 15<sup>th</sup> day of December, 2009.

APPROVED

ATTEST:

By:   
LIONELD JORDAN, Mayor

By:   
SONDRA E. SMITH, City Clerk/Treasurer



## INVITATION FOR COMPETITIVE SEALED BIDS

### SCOPE:

The scope of this Invitation to Bid is to provide firm contract pricing for Structural Firefighting Blood Borne Resistant Personal Protective Clothing (Coats and Pants) to be purchased by the agencies listed below and to provide for a clear annual cost increase program of the stated items ordered for a contract period of five (5) years beginning on November 15, 2009 and ending on November 14, 2014.

**BID ITEMS:** Structural Firefighting Blood Borne Resistant Personal Protective Clothing (Coats and Pants) as further specified later in this document.

Bid pricing must include individual fire department personnel sizing for custom fit of the stated coats and pants to be performed in house at the local fire stations of the purchasing agencies by factory trained dealer representatives. **NO EXCEPTIONS.**

Item	Description	Unit Price
	Structural Firefighting Personal Protective Coat with Springdale Options	\$ <u>969.00</u>
	Structural Firefighting Personal Protective Pants with Springdale Options	\$ <u>749.00</u>
	Structural Firefighting Personal Protective Coat with Fayetteville Options	\$ <u>954.00</u>
	Structural Firefighting Personal Protective Pants with Fayetteville Options	\$ <u>785.00</u>
	Structural Firefighting Personal Protective Coat with Bentonville Options	\$ <u>962.00</u>
	Structural Firefighting Personal Protective Pants with Bentonville Options	\$ <u>749.00</u>

The bid unit price must cover all of the materials and operations necessary for the production of items as specified including delivery (FOB Destination, freight paid). **Sales tax is not to be included in the bid unit price.** Applicable Arkansas sales tax laws (state and local) will apply to this bid, but will not be considered in award of the bid.

1. The entire cost of preparing and providing responses to this bid invitation shall be borne by the bidder.
2. All bidders must be authorized dealers to sell and service the products specified.

### PURCHASING AGENCIES:

Springdale, Arkansas Fire Department;  
Fayetteville, Arkansas Fire Department;  
Bentonville, Arkansas Fire Department;  
Other fire departments within Benton, Carroll, Madison,  
and Washington Counties, Arkansas

**CONTACT PERSON and TELEPHONE:** Springdale Fire Chief Duane Atha, Office  
Telephone: 479-751-4510

**BID OPENING LOCATION:**

City of Springdale Administration Building located at 201 Spring Street, Springdale, Arkansas in room 236.

**BID OPENING DATE AND TIME:**

November 2, 2009 at 2:00 pm Central Daylight Time

**BID SUBMISSION:**

Bids may be mailed, shipped via common carrier, or hand delivered to City of Springdale, City Clerk's Office located at 201 Spring Street, Springdale, Arkansas 72764 until 2:00 pm on November 2, 2009.

Bids must be submitted on this form, with attachments as appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink and signed in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his/her firm in this contract. Bid prices must remain firm for consideration and acceptance for thirty days from the bid opening date.

**BIDS MAY NOT BE FAXED. SEALED BIDS WILL BE ACCEPTED FOR THE ABOVE STATED PURCHASING AGENCIES ONLY UNTIL THE DATE AND TIME SPECIFIED ABOVE AT THE SPECIFIED LOCATION. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH "PROTECTIVE CLOTHING BID" AND THE BIDDER'S NAME AND RETURN ADDRESS.**

**BID/CONTRACT RULES and PERIOD:**

Bid prices are firm for the life of the contract with the following price escalation rules. The contract is for a five (5) year term beginning on November 15, 2009 and ending on November 14, 2014. Bid contract is for firm pricing on a calendar year (January to December) basis. The initial bid price will be fixed for the period from November 15, 2009 until December 31, 2010. Price increases will be allowed based on the Consumer Price Index for each preceding calendar year for purchases ordered in 2011, 2012, 2013, and 2014 (prior to contract expiration on November 14, 2014).

A contract award will be issued to the successful bidder. The contract results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is only authorized after the authorized purchasing agency provides confirmation to the successful bidder in accordance with each purchasing agencies purchasing procedures.

**ESTIMATED QUANTITIES:**

The purchasing agencies anticipate combined purchase quantities of fifty (50) units each (Coats and Pants) per calendar year during the contract period. Actual order quantities may be more or less than the estimated quantity. Quantities stated are estimates only, and are not guaranteed.

**ANTICIPATION TO AWARD BID/CONTRACT:**

This Invitation for Bid will be awarded to the lowest responsive, responsible bidder that meets all specifications and requirements stated herein for the life of the contract.

The purchasing agencies anticipate award of the contract within thirty (30) days following bid opening.

**STANDARD TERMS AND CONDITIONS:**

**ACCEPTANCE AND REJECTION:** The purchasing agencies reserve the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the agencies.

**BRAND NAME REFERENCES:** Bids on brands of like nature and quality will be considered. Bids must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The purchasing agencies reserve the right to determine whether offered brands are equivalent and meet the standards of the items specified, and the purchasing agencies may require the bidder to supply additional descriptive material.

**DEFAULT:** All products furnished will be subject to inspection and acceptance of the purchasing agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the purchasing agency to cancel the contract.

**INVOICING:** An itemized invoice addressed to the purchasing agency reflecting the agency's individual purchase confirmation, item description, quantity, unit price, and total price including applicable sales tax is required. Payment to the vendor by the purchasing agency will be made within 30 days following delivery, acceptance and invoicing in accordance with these specifications.

**DELIVERY (FOB DESTINATION, FREIGHT PAID):**

Delivery is required within forty-five (45) working days after receipt of order. "Working days" shall be defined as Monday through Friday of each week exclusive of all official Federal holidays. All transportation expenses for delivery of the finished product will be the responsibility of the contractor.

Extended (Alternate) delivery days may be considered when in the best interest of the purchasing agencies.

If delivery guaranty of forty-five (45) days cannot be met by the bidder, the bidder must state the number of days required to place the product in the ordering agencies designated location. **Failure to state the delivery days obligates the bidder to complete delivery within forty-five (45) working days after receipt of order.**



If the bidder desires to submit an alternate delivery period, the bidder shall insert the number of working days required by the bidder for the delivery of stated product in the blank below.

ALTERNATE DELIVERY: \_\_\_\_\_ working days after receipt of order for delivery to designated location.

**DELIVERY LOCATIONS:**

Springdale, Arkansas Fire Department;  
Fayetteville, Arkansas Fire Department;  
Bentonville, Arkansas Fire Department;  
Other fire departments within Benton, Carroll, Madison,  
and Washington Counties, Arkansas as specified by the  
department

**LIQUIDATED DAMAGES OR PENALTY:**

All products furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications constitutes breach of contract and liquidated damages may be imposed by the purchasing agencies.

Liquidated damages imposed by a purchasing agency against the bidder for failure to meet the agreed upon delivery schedule will be one percent (1%) of the invoice amount of the applicable order for each working day beyond the specified delivery time. The bidder shall be relieved of delays due to causes beyond their control such as acts of God, national emergency, strikes, or fire. The bidder must notify in writing, on a timely basis, the purchasing agency of such developments stating reason, justification and extent of delay.

**MANUFACTURER AUTHORIZED REPAIR CENTER:**

Bidders must provide valid proof of the availability of a factory approved repair/refurbishment center for the timely repair and refurbishment of damaged and or worn products purchased pursuant to this contract. Bidder must provide written guaranty of working days required (barring severe or otherwise unusual circumstances) to complete repair or refurbishment of product.

REPAIR/REFURBISHMENT TIME: Bidder guaranties they will repair or refurbish products purchased under this contract in 5 working days after receipt of order including return delivery to the purchasing agency.

**DETAILED ITEM SPECIFICATIONS:**

The minimum requirements of this specification are as defined by NFPA 1971, Standard on Protective Ensemble for Structural Fire Fighting, 2007 Edition (hereinafter referred to as NFPA 1971, except in the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Workmanship and material shall be first quality throughout. **All exceptions to specifications must be clearly identified within the bid.** In the absence of comment to a specific point, the bidder is required to furnish a wholly compliant garment. Blanket exception(s) are not allowed.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

The bidder must certify that the products proposed in this 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 third party certification as 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 may fulfill this requirement.

Certification shall include, by definition, the scope of blood borne pathogen protection as follows: When used with BPR gloves, BPR boots, and a BPR helmet (with BPR face shield and ear covers), the garments shall provide head-to-toe blood borne pathogen resistance protection, including interface areas, as defined by the NFPA 1971 Viral Penetration Resistance Test, in conjunction with the NFPA 1971 Whole Garment Liquid Penetration Test.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Barrier layer material[s] and barrier layer seams shall meet requirements of the NFPA 1971 Viral Penetration Resistance Test.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

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

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

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

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Pattern tailoring to custom-fit individual department members is mandatory. Individual personnel sizing shall be performed for each and every item ordered. Sizing must be performed by a factory trained measurement specialist taking actual measurements of the firefighter. Sizing measurements shall be taken at the local purchasing agency's location under a schedule mutually agreed upon between the successful bidder and the purchasing agency. No generic sizing such as Small-Medium-Large-Extra Large will be allowed.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Product sizes shall be provided with the following options: coat chest size in 2-inch increments, coat sleeve length in .5-inch increments, coat back length in 1-inch increments, pants waist size in 2-inch increments, and pants inseam in 1-inch

increments. 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.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

A comparative and full range of women's sizing, on women's patterns, must also be available.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

All linings, including thermal linings and moisture barriers, 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 XX No \_\_\_\_\_

All thread used in 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 XX No \_\_\_\_\_

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? Yes XX No \_\_\_\_\_

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. The exact location of the reinforcements shall be identified at the time of order by the purchasing agency. All pockets shall have a means to drain water and shall have means of closure. All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order. 3-Dimensional pocketing shall feature the same construction details as the coats and pants.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

All garment stress points shall be reinforced with sturdy bar tacks, rivets are not acceptable.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

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

All thermal liner or thermal enhancing materials used in the garments shall meet the following criteria after a 500° Fahrenheit 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 XX No \_\_\_\_\_

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.

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 XX No \_\_\_\_\_

Coat styling shall be "Tails" design. The coat shall be approximately 6 inches longer at the rear hem than at the front. The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Coats shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. 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 XX No \_\_\_\_\_

Coats shall supply an NFPA required and certified Drag Rescue Device. The device shall be designed to fit each individual's 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 grab handle shall be positioned at the rear of the upper torso where it will be covered by an outer shell tunnel.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Sleeves shall be individually graded by coat size and sleeve length. Sleeve design shall feature extra full cut one-piece outer shell set-in sleeves with built-in bellows.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Coats shall feature 4.5-inch long double-layer 100% Nomex knit inner wristlets protected by flame-resistant and moisture-resistant water wells. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell), and shall provide a thumb attachment by means of a Nomex tabbing material bar tacked at each end approximately 2 inches apart at the cuff opening. A moisture barrier water well 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. The water well 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 water well seam to prevent liner pullout. This inner water well 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 XX No \_\_\_\_\_

Coats shall feature a 2.5-inch 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 XX No \_\_\_\_\_

Coats shall feature 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. 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 XX No \_\_\_\_\_

Coats outer shell materials shall be of 7.5 oz.; PBI/Kevlar Matrix rip-stop weave; with 400 Denier Kevlar Cables. The exact matrix shall be 40% PBI/60% Kevlar.

Coats thermal lining materials shall be of 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz, and one layer of 1.5 oz.

Coats moisture barriers shall be of 5.0 oz; Crosstech Bi-Component (PTFE) on a 3.2 oz. Nomex III A facecloth.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Coats liner-moisture barrier assemblies shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing. The liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. Zippers or

hook and loop fasteners in this area not allowed. 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. Snaps shall be isolated by the tabbing material so that they will not abrade against the outer shell. The liner at the neck 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. Attachment shall be by means of four (4) glove straps that penetrate only the layer of the attachment facing towards the liner. The liner system shall incorporate a hook and loop fastener port at the lower right body panel to allow for field inspection of the "internal" condition of the moisture barrier membrane, seam sealing and thermal insulation layer quilt stitching.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Coats shall be provided with additional optional specifications listed below:

Fold over Comfort Chinstrap Yes XX No \_\_\_\_\_

Liner Inspection Port Yes XX No \_\_\_\_\_

Detachable Liner Yes XX No \_\_\_\_\_

Liner Label Pocket Yes XX No \_\_\_\_\_

Two (2) Postman Take Up Straps Yes XX No \_\_\_\_\_

Nomex-Tabbed long wristlets Yes XX No \_\_\_\_\_

Articulating Rapid Rescue Strap Yes XX No \_\_\_\_\_

Scotchlite Trim, Lime 2-Tone, "Project Fires" Yes XX No \_\_\_\_\_

Back Patch with 3" sewn letters -lime Scotchlite  
(Department Specification Vary – See Department Options Page)  
Yes XX No \_\_\_\_\_

Hem Patch with - Avg. 7 Letters - 3" sewn letters -lime Scotchlite; 2" Letters to may be used if necessary to fit (Name Plate – 1st initial with "period", Last Name)

Yes XX No \_\_\_\_\_

2" Velcro/Zipper Coat Closure -Gemini Matrix – To match Coat Color  
Yes XX No \_\_\_\_\_

Dead Air Panels Extended (Over Shoulders, Across Back, Wrist to Elbow)  
Yes XX No \_\_\_\_\_

Coat Cuffs -Arashield Black Yes XX No \_\_\_\_\_

Half Hi Bellows Pockets -Gemini Matrix- Bronze - 7" x 9" x 1.5"  
Yes XX No \_\_\_\_\_

Hand warmers behind Bellows Pockets -Fleece                    Yes XX No \_\_\_\_\_

Does your bid comply with all aspects of this section?        Yes XX No \_\_\_\_\_

**PANTS**

The pants shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk.

Does your bid comply with all aspects of this section?        Yes XX No \_\_\_\_\_

Pants shall feature a tailored four-piece outer shell with a two-piece moisture barrier and lining. Pants 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.

Does your bid comply with all aspects of this section?        Yes XX No \_\_\_\_\_

Pants patterning shall incorporate hydraulic, swivel action leg-to-torso interfaces, with oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no "in-crotch" seaming.

Does your bid comply with all aspects of this section?        Yes XX No \_\_\_\_\_

Pants patterning shall meet individual tailoring needs. Diamond-shaped crotch insert shall extend from just above the left knee to above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately 4 inches, graded to size.

Does your bid comply with all aspects of this section?        Yes XX No \_\_\_\_\_

The pants shall have Eight (8) heavy-duty, rust-resistant suspender buttons positioned around the waist. Suspender buttons shall be mounted through waistband of triple layer outer shell material that is internally reinforced.

Does your bid comply with all aspects of this section?        Yes XX No \_\_\_\_\_

The pants shall have the moisture barrier and thermal liner assembly 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 thermal liner/ moisture barrier shall incorporate a hook and loop fastening port to allow access for field inspection of the moisture barrier membrane, seam sealing and thermal insulating layer/ quilt stitching.

Does your bid comply with all aspects of this section?        Yes XX No \_\_\_\_\_

Pant Outer Shell shall be of 7.5 oz.; PBI/Kevlar Matrix ripstop weave with 400 Denier Kevlar Cables. The exact matrix shall be 40% PBI/60% Kevlar.

Pant Thermal Lining shall be of 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth, 1 layer of 2.3 oz., and one layer 1.5 oz.

Pant Moisture Barrier shall be of 5.0 oz; Crosstech Bi-Component on a 3.2 oz. Nomex III A facecloth.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

Coats shall be provided with additional optional specifications listed below:

Narrow 1.5" Velcro Fly Yes XX No \_\_\_\_\_

Liner Inspection Port Yes XX No \_\_\_\_\_

Detachable Liner Yes XX No \_\_\_\_\_

3" Cuff trim -Lime 2-Tone Scotchlite Yes XX No \_\_\_\_\_

Dead Air Panels – Pant Leg Front – From Waist to Knee  
Yes XX No \_\_\_\_\_

Angled Cuffs -Pants -Gemini Matrix – To match Pants Color  
Yes XX No \_\_\_\_\_

Pants Cuffs -Arashield Black Yes XX No \_\_\_\_\_

BiFlex Heat Channel Knees – Field Replaceable - Kevlar/Nomex Black  
Yes XX No \_\_\_\_\_

Horizontal Strips in BiFlex knee to be Arashield Black Yes XX No \_\_\_\_\_

Large Bellows Pockets -Pants -Gemini Matrix - 10" x 10" x 2" Lined with Arashield Black  
Yes XX No \_\_\_\_\_

Snap Style Suspender Attachment Yes XX No \_\_\_\_\_

Suspenders with Snap Attach and Quick Adjust Installed  
Yes XX No \_\_\_\_\_

Two (2) Postman Take Up Straps Yes XX No \_\_\_\_\_

The following **Department Specific Options** must be incorporated into the bidder's price entered on Page One of this Bid Invitation:

**Springdale Fire Department Option Package:**

Back Patch of Gemini Matrix, Bronze in color, with "SPRINGDALE FIRE" in 3" sewn letters of lime Scotchlite.

Radio Pocket of Gemini Matrix, Bronze in color, 8"x3"x2" located on left chest.



Mic Tab of Gemini Matrix, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket.

Lanyard Flashlight Clip of Gemini Matrix, Bronze in color to accommodate "Kohler Brightstar" 90° flashlight located on right chest.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

**Bentonville Fire Department Option Package:**

Back Patch of Gemini Matrix, Bronze in color, with "B.F.D." in 3" sewn letters of lime Scotchlite and 3 sewn "Periods"

Radio Pocket of Gemini Matrix, Bronze in color, 8"x3"x3" located on left chest.

Mic Tab of Gemini Matrix, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket.

Lanyard Flashlight Clip of Gemini Matrix, Bronze in color to accommodate "Big Ed" 90° style flashlight and located on right chest.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

**Fayetteville Fire Department Option Package:**

Back Patch of Gemini Matrix, Bronze in color, with "F.F.D." in 3" sewn letters of lime Scotchlite and 3 sewn "Periods"

Radio Pocket of Gemini Matrix, Bronze in color, 8"x3"x3" located on left chest.

Mic Tab of Gemini Matrix, Bronze in color, 0.5"x2.5" located on left chest above the radio pocket.

Flashlight Clip w/Velcro on Strap of Gemini Matrix, Bronze in color to accommodate "Survivor" 90° flashlight located on right chest.

2 – "Hip Pockets" of Gemini Matrix, Bronze in color, 8"x8 ½" located on pants and lined with Kevlar.

Does your bid comply with all aspects of this section? Yes XX No \_\_\_\_\_

**SUBSTITUTION OF BRAND:**

No substitutions of brand under this contract after award. Any delivery of unauthorized substitutions will be considered contract default.

**GUARANTY:**

All items delivered shall be newly manufactured and in first-class condition. The bidder hereby guarantees that items furnished hereunder will be free from defects in design, workmanship and material. The bidder also guarantees that all applicable laws will be complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

**ASSIGNMENT:**


The contract entered into pursuant to this invitation for bid is not assignable, nor the duties herein delegable by either party without the written consent of the other party of the contract.

**DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin.

**BIDDER'S CONTACT INFORMATION**

<b>COMPANY NAME</b>	<u>Wayest Safety, Inc.</u>
<b>STREET ADDRESS</b>	<u>5514 South 94th East Avenue</u>
<b>CITY</b>	<u>Tulsa</u>
<b>STATE and ZIP CODE</b>	<u>Oklahoma, 74145</u>
<b>PHONE NUMBER</b>	<u>800-256-1002 or 918-665-2330</u>

**AUTHORIZED AGENT OF BIDDER SIGNATURE AND TITLE**

<u></u>	<u>Account Representative</u>
<b>Signature</b>	<b>Title</b>